



MAYOR CELESTE T. RODRIGUEZ
VICE MAYOR MARY MENDOZA
COUNCILMEMBER CINDY MONTAÑEZ
COUNCILMEMBER JOEL FAJARDO
COUNCILMEMBER MARY SOLORIO

CITY OF SAN FERNANDO

CITY COUNCIL REGULAR MEETING AGENDA SUMMARY MONDAY, OCTOBER 16, 2023 – 6:00 PM

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

COUNCILMEMBER CINDY MONTAÑEZ
REMOTE TELECONFERENCE
LOCATION 606 HOLLISTER STREET
SAN FERNANDO, CALIFORNIA 91340

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube Live, at:

<https://www.youtube.com/c/CityOfSanFernando>

Note: Comments submitted via YouTube will not be read into the record.

SUBMIT PUBLIC COMMENT IN PERSON

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to cityclerk@sfcity.org no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833
Meeting ID: 833 6022 0211
Passcode: 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.

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REPORT OUT FROM CLOSED SESSION

CALL TO ORDER

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

PLEDGE OF ALLEGIANCE

Led by Cub Scout Troop 911

APPROVAL OF AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR OCTOBER STUDENTS OF THE MONTH
Antonio Casillas (Santa Rosa de Lima Catholic School)
Juan Penaloza (San Fernando Institute of Applied Media)
- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR TEACHER SPOTLIGHT AWARDS
Ashley Ruiz (PUC Nueva Esperanza Charter Academy)
Katheryne Pena (Teacher Preparatory Academy at Cesar Chavez Academy)
- C. PRESENTATION OF CERTIFICATES OF RECOGNITION TO THE ORGANIZATION SPONSORS OF THE "COMMUNITY UNITED FOR HIGHER EDUCATION FORUM" IN HONOR OF SEPTEMBER AS NATIONAL HISPANIC HERITAGE MONTH
- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING OCTOBER 9, 2023 AS INDIGENOUS PEOPLE'S DAY
- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

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DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS

Members of the public may **provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

Members of the public may submit comments by email to cityclerk@sfcity.org no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council and read into the record.

Members of the public may provide a **live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:

- | | |
|--------------------------------|------------------------------|
| a. December 5, 2022 – Regular | d. October 2, 2023 – Special |
| b. December 12, 2022 – Special | e. October 2, 2023 – Regular |
| c. January 17, 2023 - Regular | |

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-102 approving the Warrant Register.

3) CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES FOR USER FEE STUDY SERVICES

Recommend that the City Council:

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- a. Approve a first Amendment to the Professional Services Agreement with Willdan Financial Services, Inc. (Contract No. 2060(a)) for Cost Allocation Plan Services to expand the scope to include User Fee Study services and increase the not-to-exceed amount for Fiscal Year 2023-2024 from \$24,500 to \$48,000; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

4) CONSIDERATION TO APPROVE AN AGREEMENT WITH PAYMENTUS CORPORATION FOR ONLINE PAYMENT SERVICES

Recommend that the City Council:

- a. Approve an agreement with Paymentus Corporation for electronic payment services (Contract No. 2206); and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

5) CONSIDERATION TO ACCEPT THE BOARD OF STATE AND COMMUNITY CORRECTIONS FISCAL YEAR 2024 ORGANIZED RETAIL THEFT GRANT FUNDS AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Accept the Board of State and Community Corrections Organized Retail Theft Grant funds, in the amount of \$494,964 for a three-year lease of 37 Automatic License Plate Reader cameras and to establish a Catalytic Converter Etching Program;
- b. Adopt Resolution No. 8261 amending the budget for Fiscal Year 2023-2024 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

6) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE TRANSPORTATION AND PUBLIC SAFETY COMMISSION MEETING DATE AND TIME

Recommend that the City Council adopt Resolution No. 8263 establishing a new meeting day and time for the Transportation and Public Safety Commission.

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7) CONSIDERATION TO APPROVE A SECOND READING TO ADOPT ORDINANCE NO. 1719 APPROVING A ZONE TEXT AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, SECTION 106-182, PROJECT NO. ZTA2023-002 TO GRANT DISCRETION TO THE PLANNING AND PRESERVATION COMMISSION OR THE CITY COUNCIL TO WAIVE OR MODIFY CERTAIN STANDARD CONDITIONS FOR THE APPROVAL OF CONDITIONAL USE PERMITS AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES

Recommend that the City Council approve for second reading, in title only, and waive all further readings to adopt Ordinance No. 1719 “An Ordinance of the City Council of the City of San Fernando, California, approving a Zoning Text Amendment (Project No. ZTA2023-002) to the San Fernando Municipal Code, Section 106-182, Standard Conditions, to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages.”

8) CONSIDERATION TO ACCEPT MEASURE H FUNDS FROM LOS ANGELES COUNTY FOR HOMELESS SERVICES AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Accept Los Angeles County Measure H Funds in the amount of \$25,576;
- b. Adopt Resolution No. 8262 to increase the Operating Grants (Fund 028) revenues and expenditures by \$25,576 for Fiscal Year 2023-2024; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

9) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN FERNANDO AND INITIATING CHANGE IN OUR NEIGHBORHOODS COMMUNITY DEVELOPMENT CORPORATION TO PROVIDE BUSINESS RESOURCE SUPPORT THROUGH THE CITY’S BUSINESS AND COMMUNITY RESOURCE CENTER

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2205) between the City and Initiating Change in Our Neighborhoods Community Development Corporation to provide business resources and supports at the City’s Business and Community Resource Center; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

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ADMINISTRATIVE REPORTS

10) CONSIDERATION AND DISCUSSION REGARDING UPDATES ON AMERICAN RESCUE PLAN ACT FUNDING

Recommend that the City Council:

- a. Receive an update on American Rescue Plan Act funds; and
- b. Provide direction to staff, as appropriate.

11) DISCUSSION AND CONSIDERATION TO AWARD A MASTER SUBSCRIPTION AGREEMENT WITH GRANICUS TO REDESIGN THE CITY WEBSITE

Recommend that the City Council:

- a. Approve a Master Subscription Agreement (Contract No. 2204) with Granicus to redesign the City website including maintenance for five years; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

12) CONSIDERATION TO ESTABLISH A PENSION OBLIGATION BOND AD HOC COMMITTEE TO REVIEW ADDITIONAL INVESTMENT OPPORTUNITIES TO DECREASE THE CITY'S PENSION LIABILITY

Recommend that the City Council appoint two Councilmembers to serve on a Pension Obligation Bond Ad Hoc Committee to review investment opportunities to decrease the City's long-term pension liability.

13) CONSIDERATION AND DISCUSSION TO ADOPT A RESOLUTION APPROVING "GUIDELINES FOR BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK"

Recommend that the City Council:

- a. Adopt Resolution No. 8260, establishing the City of San Fernando's Commissioner's handbook "Guidelines for Boards, Commissions and Committees";
- b. Authorize the City Manager to make non-substantive changes, as appropriate;
- c. Authorize the City Manager or designee to take certain related actions to develop, implement and facilitate an in-house Commissioners training program; and
- d. Provide direction to staff, as appropriate.

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14) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

This item was agendized by Mayor Celeste Rodriguez.

15) DISCUSSION OF COMMUNITY ADVISORY COMMITTEE AND ANY OTHER MATTERS RELATED TO THE DOWNTOWN MASTER PLAN

This item was agendized by Councilmember Joel Fajardo.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

I hereby certify under penalty of perjury and the laws of the State of California the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Julia Fritz, City Clerk

Signed and Posted: September 27, 2023 (5:00 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meetings of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website www.sfcity.org. These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 or cityclerk@sfcity.org at least 48 hours prior to the meeting.

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Regular Meeting San Fernando City Council

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**CITY OF SAN FERNANDO
CITY COUNCIL
MINUTES**

**DECEMBER 5, 2022 – 6:00 P.M.
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361**

CALL TO ORDER/ROLL CALL

Mayor Mary Mendoza called the meeting to order at 6:05 p.m.

Present: Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco and Councilmembers Sylvia Ballin, Cindy Montanez and Celeste Rodriguez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Matthew Baumgardner, Director of Community Development Kanika Kith, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to approve the agenda. The motion carried unanimously.

PUBLIC STATEMENTS

Juan Salas spoke in support of the General Unit Labor Unit and asked that the City Council continue to work with the union.

Charles Leone spoke on behalf of the General Unit Labor Unit and requested City Council to support union contract.

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Patty Lopez thanked City Council and staff for their work to improve the community with more community events and public safety.

Julissa Hernandez, Representative with Assemblywoman Luz Rivas Office, thanked the City for the invitation to the City's Tree Lighting event and provided updates on community events.

CONSENT CALENDAR

Councilmember Montañez requested to pull Consent Item Nos. 4 and 6 for discussion.

Motion by Councilmember Rodriguez, seconded by Councilmember Ballin to approve Consent Item Nos. 1, 2, 3, 5, 7 and 8:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. May 3, 2021 – Regular Meeting
 - b. May 17, 2021 – Regular Meeting
 - c. May 24, 2021 – Special Meeting
 - d. June 2, 2021 – Special Meeting
 - e. June 7, 2021 – Special Meeting
 - f. November 21, 2022 – Special Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF DECEMBER 11, 2022 TO JANUARY 10, 2023, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361
- 5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A FINANCIAL AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR FUNDING RELATED TO THE WELL NO. 2A AND WELL NO. 3 NITRATE REMOVAL TREATMENT SYSTEM PROJECT
- 7) CONSIDERATION TO ADOPT A RESOLUTION TO ACCEPT SPECIFIED GRANT FUNDS FOR \$5,000,000 FROM THE 2022-2023 CALIFORNIA STATE BUDGET TO THE CITY OF SAN FERNANDO FOR A ONE-TIME GRANT TO THE BOYS & GIRLS CLUB OF SAN FERNANDO VALLEY
- 8) CONSIDERATION TO APPROVE A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE CENTER FOR GEOSPATIAL SCIENCE AND TECHNOLOGY FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES

The motion carried unanimously.

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Items Pulled for Discussion

- 4) CONSIDERATION TO APPROVE CALENDAR YEAR 2023 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Director of Finance Erica Melton presented the staff report and responded to Councilmember questions.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to evaluate all businesses identified in the staff report, for code violations, service calls and police reports as of January 1, 2022; authorize the City Manager to approve business permits once those businesses have been evaluated; directed staff to return to Council with an updated application and to provide conditions for business permit suspensions, if any red flags arise. The motion carried unanimously.

- 6) CONSIDERATION TO REJECT CONSTRUCTION BIDS AND AUTHORIZE THE FORMAL SOLICITATION FOR THE PHASE 2, ANNUAL STREET RESURFACING PROJECT

Director of Public Works Matthew Baumgardner presented the staff report and responded to Councilmember questions.

By consensus, City Council directed staff to return to the January 3, 2023 City Council meeting with options to award a contract for the twelve (12) miles of street resurfacing.

ADMINISTRATIVE REPORTS

- 7) CONSIDERATION AND DISCUSSION TO ADOPT A RESOLUTION CALLING ON THE BIDEN ADMINISTRATION TO SECURE THE IMMEDIATE RELEASE OF WRONGFULLY DETAINED UNITED STATES CITIZEN EYVIN HERNANDEZ FROM A VENEZUELAN MAXIMUM SECURITY PRISON

Vice Mayor Pacheco presented the staff report and responded to Councilmember questions.

Motion by Vice Mayor Pacheco, seconded by Councilmember Ballin to adopt Resolution No. 8200 calling on the Biden Administration to secure the immediate release of wrongfully detained United States Citizen Eyvin Hernandez from a Venezuelan Maximum Security Prison. The motion carried by the following vote:

ROLL CALL

AYES: Rodriguez, Ballin, Pacheco, Mendoza - 4
NOES: None
ABSTAIN: Montañez – 1
ABSENT: None

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Police Chief Valdez reported that a Recognition Dinner for National Night Out volunteers will be held December 14, 2022, noted registration is open for enrollment to the Community Academy, mentioned the Parent Academy will begin on January 18, 2023 and commented on a meeting with San Fernando Middle School faculty to discuss school safety.

Director of Recreation and Community Services Venegas spoke about the City Holiday Tree Lighting Event, mentioned that the Lopez Adobe opened for tours, announced the Parks, Wellness, and Recreation Commission meeting will be held on December 13, 2022, and announced upcoming winter activities.

Director of Public Works Baumgardner provided an update on Phase 1 Annual Street Resurfacing Project and the rebuild of Meyer Street and provided an update on the nitrate removal system and installation.

Director of Finance Melton reminded the community on the variety of programs for utility bill assistance that are available on the City's website.

Director of Community Development Kith announced the Legacy Business grant is still open and a second round would open on February 28, 2023, mentioned the December 12, 2022 Planning and Preservation Commission regular meeting would be cancelled and instead would hold a special meeting on December 19, 2022.

City Manager Kimball announced the swearing-in ceremony will be held on December 12, 2022, at 6:00 p.m. in the Council Chambers and commented that City Hall will be closed to the public during the week of December 26, 2022 through January 2, 2023.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez thanked staff for the work and collaboration for the Tree Lighting event.

Councilmember Montañez commented on the street resurfacing project and the progress on street repairs; attended the Tree Lighting event; expressed her appreciation and support for Sylvia Ballin; and spoke about working with Vice Mayor Pacheco and thanked them for their service.

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Councilmember Ballin attended the Metropolitan Water Districts (MWD) trip to Fullerton; announced Adan Ortega would be sworn-in on January 10, 2023 as MWD's Board of Directors Chairman, spoke about future Council collaboration and is looking forward to the ceremony for outgoing and incoming elected officials.

Vice Mayor Pacheco thanked staff and colleagues, reported he attended the Tree Lighting event, and mentioned looking forward to the ceremony of outgoing and incoming elected officials.

Mayor Mendoza thanked staff for their hard work this year.

Councilmember Ballin requested to adjourn the meeting in memory of Connie Cavalier who passed on Nov 25, 2022.

ADJOURNMENT (7:50 p.m.)

Mayor Mendoza adjourned the meeting in memory of Connie Cavalier, to the special meeting of December 12, 2022, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the December 5, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**DECEMBER 12, 2022 – 6:00 P.M.
SPECIAL MEETING**

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361**

CALL TO ORDER/ROLL CALL

Mayor Mary Mendoza called the meeting to order at 6:03 p.m.

Present: Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco and Councilmembers Sylvia Ballin, Cindy Montanez and Celeste Rodriguez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Public Works Matthew Baumgardner, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Department Law Enforcement Post 521

INVOCATION & BLESSING

Invocation led by Lieutenant Irwin Rosenberg

Blessing Ceremony by Fernandeno Tataviam Band of Mission Indians

APPROVAL OF AGENDA

Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to approve the agenda. The motion carried unanimously.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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PRESENTATIONS

- A) PRESENTATION OF CERTIFICATES OF APPRECIATION TO COMMISSIONERS FOR THEIR SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY BY VICE MAYOR HECTOR A. PACHECO
- Planning and Preservation Commissioner Hector Pacheco Sr.
 - Education Commissioner Vice Chair Angel Zobel-Rodriguez
 - Parks, Wellness and Recreation Commissioner Natasha Sanchez-Brooks
 - Transportation and Public Safety Commissioner Nicole Mohr
- B) PRESENTATION OF CERTIFICATES OF APPRECIATION TO COMMISSIONERS FOR THEIR SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY BY COUNCILMEMBER SYLVIA BALLIN
- Planning and Preservation Commission Chair Joel Fajardo
 - Education Commissioner David Govea
 - Parks, Wellness and Recreation Commissioner NinaMarie Julia Herrera Ballin
 - Transportation and Public Safety Commissioner Dee Akemon

PUBLIC STATEMENTS

Maritza Duarte thanked outgoing Councilmembers Hector A. Pacheco and Sylvia Ballin for their support with the Las Palmas Park Senior Club; thanked incoming Councilmember Joel Fajardo for welcoming and greeting them to Council meetings and supporting senior dances at Las Palmas Park.

Patty Lopez and partners in Mujeres Alfas thanked Mayor Mendoza for her support for the women in San Fernando.

Adan Ortega, Metropolitan Water District Board member, announced on January 10, 2023. San Fernando will gain a seat of the Chair of the Metropolitan Water District of Southern California.

Juan Salas spoke in support of the General Unit Labor Unit and asked that the City Council continue to work with the union.

Mario Oporto congratulated Mary Mendoza on her re-election.

Julissa Hernandez, Representative with Assemblywoman Luz Rivas Office, invited the community to attend Assemblywoman's Luz Rivas' Holiday Mixer & Toy Drive at the district office, and on behalf of the Assemblywoman thanked the outgoing Councilmembers for their partnership and welcomed incoming Councilmembers and is looking forward to ongoing collaboration.

Victoria Garcia congratulated the three candidates who won the election and thanked the outgoing Councilmember for years of service to the City.

Charles Leone spoke on behalf of the General Unit Labor Unit and requested City Council to support union contract.

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ADMINISTRATIVE REPORTS

- 1) CONSIDERATION TO ADOPT A RESOLUTION RECITING THE FACT OF THE CITY OF SAN FERNANDO GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, DECLARING THE RESULTS THEREOF AND SUCH MATTERS AS ARE PROVIDED BY LAW

City Clerk Fritz presented the staff report.

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to adopt Resolution No. 8201 reciting the fact of the November 8, 2022 General Municipal Election, declaring the results thereof and such matters as provided by law. The motion carried, unanimously.

- 2) RECOGNITION OF VICE MAYOR HECTOR A. PACHECO FOR HIS SERVICE TO THE CITY OF SAN FERNANDO

Vice Mayor Pacheco spoke about his tenure on the City Council, thanked his colleagues for the collaboration, and thanked staff for their hard work and efforts.

- 3) RECOGNITION OF COUNCILMEMBER SYLVIA BALLIN FOR HER SERVICE TO THE CITY OF SAN FERNANDO

Councilmember Ballin spoke about her eleven years as a Councilmember and accomplishments; and thanked City Manager Nick Kimball and staff for the hard work and respect she has received.

At this time, City Clerk Julia Fritz presented Certificates of Election and Administered Oaths of Office to Newly Elected Officials.

- 4) ANNUAL REORGANIZATION OF THE CITY COUNCIL - SELECTION OF MAYOR AND VICE MAYOR

City Clerk Fritz presented the staff report and opened nominations for Mayor.

Councilmember Fajardo nominated Councilmember Montañez for Mayor and the motion was seconded by Councilmember Mendoza. There were no other nominations for Mayor, by consensus, nominations were closed.

For Councilmember Cindy Montañez as Mayor, the motion carried by the following vote:

ROLL CALL

AYES: Rodriguez, Solorio, Mendoza, Fajardo, Montañez - 5

NOES: None

City Clerk Fritz announced Councilmember Cindy Montañez as Mayor.

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City Clerk Fritz opened nominations for Vice Mayor.

Councilmember Fajardo nominated Councilmember Mary Mendoza for Vice Mayor and the motion was seconded by Mayor Montañez.

Councilmember Mary Solorio nominated Councilmember Celeste Rodriguez for Vice Mayor and the motion was seconded by Councilmember Celeste Rodriguez.

There were no other nominations for Vice Mayor, by consensus, nominations were closed.

The nomination for Councilmember Celeste Rodriguez for Vice Mayor failed by the following vote:

ROLL CALL

AYES: Solorio, Rodriguez - 2

NOES: Montañez, Fajardo, Mendoza - 3

The nomination for Councilmember Mary Mendoza for Vice Mayor passed by the following vote:

ROLL CALL

AYES: Montañez, Fajardo, Mendoza - 3

NOES: Solorio, Rodriguez - 2

City Clerk Fritz announced Councilmember Mary Mendoza as Vice Mayor.

Mayor Montañez declined nomination for Mayor and requested to reconsider nominations for Mayor.

Motion by Councilmember Solorio, seconded by Councilmember Rodriguez to reconsider nominations for Mayor. The motion carried, unanimously.

City Clerk Fritz re-opened nominations for Mayor.

Councilmember Fajardo nominated Councilmember Mendoza for Mayor, and the motion was seconded by Councilmember Montañez.

Councilmember Montañez nominated Councilmember Celeste Rodriguez for Mayor, and the motion was seconded by Councilmember Rodriguez.

Councilmember Mendoza declined nomination for Mayor.

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There were no other nominations for Mayor, by consensus, nominations were closed.

For Councilmember Celeste Rodriguez as Mayor, the motion carried by the following vote:

ROLL CALL

AYES: Rodriguez, Solorio, Mendoza, Montañez - 4

NOES: Fajardo - 1

City Clerk Fritz announced Councilmember Celeste Rodriguez as Mayor.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball congratulated Mayor Rodriguez and Vice Mayor Mendoza on their new roles and welcomed Councilmembers Joel Fajardo and Mary Solorio to the San Fernando Family.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo made comments about the election and will advocate for truth and transparency.

Councilmember Montañez thanked the community for attending.

Vice Mayor Mendoza welcomed Councilmembers Solorio and Fajardo and looks forward to working together; congratulated Mayor Rodriguez on her new role; thanked the community for the support and attending tonight's meeting; and thanked her family for all the support.

Councilmember Solorio thanked the community, Council colleagues and former Councilmembers Sylvia Ballin and Hector Pacheco for their support and dedication to the City.

Mayor Rodriguez thanked Council colleagues for nominating her for role as Mayor and looks forward to creating policy and programs that will benefit the community.

ADJOURNMENT (8:38 p.m.)

Mayor Rodriguez adjourned the meeting to the next regular meeting of January 3, 2023.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the December 12, 2022, special meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**JANUARY 17, 2023 – 6:00 P.M.
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361**

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:10 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza and Councilmembers Cindy Montañez, Joel Fajardo, and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Matthew Baumgardner, Director of Community Development Kanika Kith, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to approve the agenda. The motion carried unanimously.

PRESENTATION

- A. PRESENTATION OF A CERTIFICATE OF RECOGNITION HONORING THE 100th YEAR ANNIVERSARY OF O'MELVENY ELEMENTARY SCHOOL

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting January 17, 2023

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PUBLIC STATEMENTS

Dee Akeman thanked Public Works staff for their work during the recent storms and spoke about concerns regarding a potential conflict of interest related to Councilmember Fajardo inquiring directly on active internal affairs investigations regarding three police officers.

Julissa Hernandez, Field Representative from the Office of Assemblymember Luz Rivas provided legislative updates.

CONSENT CALENDAR

Councilmember Montañez stated she would recuse herself from Item No. 5, due to a potential conflict of interest; and Vice Mayor Mendoza stated she would recuse herself from Item No. 5 due to the proximity of the project location and her residence.

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to approve Item Nos. 1 through 4, excluding Item No. 1) a. which will be brought back to a future meeting:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. November 1, 2021 – Regular **(ITEM PULLED TO BE BROUGHT BACK AT A FUTURE MEETING)**
 - b. November 15, 2021 – Regular
 - c. December 6, 2021 – Regular
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2022-2023 SALARY PLAN TO IMPLEMENT CHANGES IN MINIMUM WAGE FOR CERTAIN PART-TIME EMPLOYEES
- 4) CONSIDERATION TO ADOPT A RESOLUTION TO APPOINT CITY REPRESENTATIVES TO SERVE ON THE INDEPENDENT CITIES FINANCE AUTHORITY BOARD OF DIRECTORS

The motion carried, unanimously.

It was noted, Councilmember Joel Fajardo arrived at 6:36 p.m.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve:

- 5) CONSIDERATION TO ADOPT A RESOLUTION TO AUTHORIZE FILING A GRANT APPLICATION WITH THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE URBAN GREENING PROGRAM FUNDING

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting January 17, 2023

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The motion carried, by the following vote:

ROLL CALL

AYES:	Solorio, Fajardo, Rodriguez
NAYES:	None
ABSENT:	None
ABSTAIN:	Montañez, Mendoza

PUBLIC HEARINGS

- 6) A CONTINUED PUBLIC HEARING TO CONSIDER AN URGENCY ORDINANCE MAKING CERTAIN FINDINGS AND EXTENDING FOR A PERIOD OF UP TO ONE YEAR INTERIM STANDARDS FOR URBAN LOT SPLITS AND TWO-UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN SINGLE-FAMILY RESIDENTIAL (R-1) ZONE PURSUANT TO SENATE BILL 9 (SB 9) AND CONSIDERATION TO ADOPT A PROPOSED ORDINANCE APPROVING AMENDMENTS REGULATING SB 9 PROJECTS

Mayor Rodriguez opened the public hearing.

Director of Community Development Kith presented the staff report and responded to Councilmember questions.

Mayor Rodriguez opened public comment, there being no public testimony, Mayor Rodriguez closed the public comments. Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to close public comments. The motion carried, unanimously.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to adopt Urgency Ordinance No. U-1713 extending the temporary regulations in Interim Urgency Ordinance No. U-1707 for one additional year; and approve introduction and first reading, in title only, and waive further reading of Ordinance No. 1714 “ An Ordinance of the City Council of the City of San Fernando, California, repealing Interim Urgency Ordinance U-1706 and approving amendments to the San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Chapter 106, Article III, Division 2, Section 359 “Two-unit Urban Residential Development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone, pursuant to Senate Bill 9”. The motion carried by the following vote:

ROLL CALL

AYES:	Fajardo, Solorio, Mendoza, Rodriguez -4
NAYES:	Montañez - 1
ABSENT:	None
ABSTAIN:	None

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting January 17, 2023

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ADMINISTRATIVE REPORTS

7) CONSIDERATION AND DISCUSSION REGARDING MEETING TIME FOR SPECIAL MEETING CLOSED SESSION AGENDA ITEMS

Councilmember Fajardo presented the staff report and discussion ensued regarding start times of the Closed Session meetings to begin at 5:00 p.m. instead of 5:15 p.m. and spoke of concerns regarding ensuring that all Councilmembers are able to regularly attend a Closed Session meeting that begins at 5:00 p.m.

City Manager Kimball suggested that he would obtain a consensus from Councilmembers in advance of scheduling Closed Session Special meetings in order to achieve full City Councilmember attendance or to ensure a quorum, prior to scheduling the Closed Session meeting start time of 5:00 p.m. or 5:15 p.m.

8) CONSIDERATION AND DISCUSSION REGARDING REVISED 2021-2026 CITYWIDE STRATEGIC GOALS AND UPDATES TO THE AD HOC COMMITTEE ASSIGNMENTS

Mayor Celeste T. Rodriguez presented the staff report.

Motion by Mayor Rodriguez, seconded by Councilmember Montañez to approve the revised 2021-2026 Citywide Strategic Goals and the Ad Hoc Committee Assignments, as amended to: keep the 100 Year Anniversary of Women's Right to Vote Ad Hoc active with Vice Mayor Mendoza and Councilmember Fajardo to serve on the committee; and revise scope to include planning a recognition event with the Ad Hoc sun setting on January, 2024. In addition, staff was directed to add notes to the Ad hoc Committees master list that clarifies the definition of public meetings to leverage existing public meetings, such as Commission meetings, Measure A/SF Town Hall and Neighborhood Watch meetings as a forum to provide Ad Hoc committee interim progress reports.

9) CONSIDERATION TO APPOINT REPRESENTATIVES TO SERVE AS COMMISSIONERS TO THE EDUCATION, TRANSPORTATION AND PUBLIC SAFETY, PARKS, WELLNESS AND RECREATION, AND PLANNING AND PRESERVATION COMMISSIONS

Councilmember Solorio presented the staff report.

Motion by Councilmember Solorio, seconded by Councilmember Fajardo to approve David Govea to be appointed as representative to the Education Commission; approve Ivan Gonzalez to be appointed as representative to the Transportation and Public Safety Commission; approve Erica Friend to be appointed as representative to the Parks, Wellness and Recreation Commission; and approve Francisco Solorio to be appointed as my representative to the Planning and Preservation Commission. The motion carried unanimously.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting January 17, 2023

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Venegas spoke about the workshop for parents at Las Palmas on Tuesdays and mentioned the Veterans' Banner Program is currently accepting applications.

Director of Public Works Baumgardner reported on the City's end of the year water usage decreased by 9% for 2022.

Director of Finance Melton had no updates to report.

Director of Community Development Kith announced the annual homeless count event is seeking volunteers.

Assistant to the City Manager Hernandez mentioned the Police Department received grant funds from Congressman Tony Cardenas towards police officers mental health program and counseling services.

City Manager Kimball thanked Public Works operations staff for the new painting of the City logo in the Council Chambers and reported staff is working on generating the City's 2022 Annual Report.

Police Chief Valdez mentioned the Community Academy was postponed until Tuesday, February 27 and requested that this evenings meeting be closed in memory of Riverside County Sheriff Deputy Darnell Calhoun.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo commented on the burglary that occurred at the Police Station, mentioned that the Commissioner's application should be updated to include a question on whether the applicant is related to the nominating Councilmember, and lastly talked about inconsistencies on the Council meetings decorum and order.

Councilmember Montañez thanked public works staff for their work during the recent storms; for staffs assistance with completion of planting trees and reported she attended the swearing-in/appointment ceremony of Adan Ortega as Board Chair for the Metropolitan Water District.

Councilmember Solorio thanked to public works staff for helping with the tree planting completion, thanked Congressman Cardenas for the grant funds for the police department and commented on the Layne Park ground breaking event.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting January 17, 2023

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Vice Mayor Mendoza condolences to Sheriff Deputy Calhoun and his family, spoke about the mental health grant, participated in a webinar on the community on aging, and mentioned receiving updates from the Library Commission meeting, which will be forwarded to the City Manager.

Mayor Rodriguez commented on Southern California Gas Company, the homeless count event, mentioned she attended the swearing-in/appointment ceremony of Adan Ortega as Board Chair for the Metropolitan Water District, noted she would be participating in moderating a domestic violence event where Chief Valdez will be one of the panelist speaker, noted she attended the City Selection Committee meeting and provided updates from the meeting.

ADJOURNMENT (9:02 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Riverside County Sheriff Deputy Darnell Calhoun to the next special meeting of January 30, 2023, 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the January 17, 2023, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**OCTOBER 2, 2023 – 5:15 P.M.
SPECIAL MEETING**

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340**

CALL TO ORDER/ROLL CALL

Mayor Celeste T. Rodriguez called the meeting to order at 5:15 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio

Staff: City Manager Nick Kimball and Assistant City Attorney Richard Padilla

Absent: Councilmember Cindy Montañez

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, with Councilmember Montañez absent.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:16 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO G.C. §54957.6:

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

SAN FERNANDO CITY COUNCIL

MINUTES – Special Meeting October 2, 2023

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San Fernando Police Civilian Association
San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4):
INITIATION OF LITIGATION

One (1) Matter

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on October 2, 2023, at 5:15 p.m.

ADJOURNMENT (8:36 p.m.)

The City Council adjourned the special meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 2, 2023, Special Meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**OCTOBER 2, 2023 – 6:00 P.M.
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340**

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:04 p.m. and noted the City Council would recess back into Closed Session at the conclusion of tonight's regular meeting.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

City Manager Kimball noted that Councilmember Cindy Montañez contacted staff and reported that she would not be attending the meeting.

PLEDGE OF ALLEGIANCE

Led by Explorer post

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, unanimously.

It was noted Councilmember Fajardo left the dais at 6:08 p.m.

PRESENTATIONS

A. PRESENTATION RECOGNIZING NEW SAN FERNANDO POST 521 POLICE EXPLORERS

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting October 2, 2023

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- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF OCTOBER 8, 2023 AS CODE ENFORCEMENT OFFICER APPRECIATION WEEK
 - C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS BREAST CANCER AWARENESS MONTH
 - F. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF OCTOBER AS CYBERSECURITY AWARENESS MONTH

Mayor Rodriguez announced that Presentation Item Nos. D and E would be re-agendized for the October 16, 2023 City Council meeting.

- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH
- E. PRESENTATION OF CERTIFICATES OF RECOGNITION TO THE ORGANIZATION SPONSORS OF THE “COMMUNITY UNITED FOR HIGHER EDUCATION FORUM” IN HONOR OF SEPTEMBER AS NATIONAL HISPANIC HERITAGE MONTH

PUBLIC STATEMENTS

Liana Stepanyan, San Fernando Library Manager provided an update regarding library activities.

CONSENT CALENDAR

Vice Mayor Mendoza requested to pull Item No. 4 for discussion.

Motion by Councilmember Solorio, seconded by Vice Mayor Mendoza to approve Consent Calendar Item Nos. 1, 2 and 3:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:
 - a. January 3, 2023 – Regular
 - b. September 18, 2023 – Special
 - c. September 18, 2023 – Regular (as amended)
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE DISPOSITION OF SURPLUS CITY-OWNED VEHICLES AND EQUIPMENT

The motion carried, with Councilmembers Fajardo and Montañez absent.

It was noted Councilmember Fajardo returned to the dais at 6:53 p.m.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting October 2, 2023

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Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to approve:

- 4) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE ODD FELLOWS OF SAN FERNANDO'S CASINO NIGHT AND POKER TOURNAMENT FUNDRAISER EVENT AND USE OF THE CITY SEAL

The motion carried, with Councilmember Montañez absent.

PUBLIC HEARING

- 5) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING A ZONE TEXT AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, SECTION 106-182, PROJECT NO. ZTA2023-002 TO GRANT DISCRETION TO THE PLANNING AND PRESERVATION COMMISSION OR THE CITY COUNCIL TO WAIVE OR MODIFY CERTAIN STANDARD CONDITIONS FOR THE APPROVAL OF CONDITIONAL USE PERMITS AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES

Director of Community Development Erika Ramirez and Associate Planner Marina Khrustaleva presented the staff report and responded to Councilmember questions.

Mayor Rodriguez opened the public hearing. There being no public testimony, Mayor Rodriguez declared the public hearing closed.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to introduce for first reading, in title only, and waive further reading of Ordinance No. 1719 "An Ordinance of the City Council of the City of San Fernando, California, approving a Zoning Text Amendment (Project No. ZTA2023-002) to the San Fernando Municipal Code, Section 106-182, Standard Conditions, to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages." The motion carried, with Councilmember Montañez.

Mayor Rodriguez reported that she would recuse herself from Agenda Item No. 6 due to a potential conflict of interest with the proximity of her residence to the project and left the dais at 7:13 p.m.

ADMINISTRATIVE REPORTS

- 6) Discussion Regarding the Formation of a Community Advisory Committee for the Downtown Master Plan

Deputy City Manager/Economic Development Kanika Kith presented the staff report and responded to Councilmember questions. A representative of Dudek, the City's Downtown Master Plan consultant provided a presentation and responded to Councilmember questions.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting October 2, 2023

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Motion by Vice Mayor Mendoza to approve staff's recommendation regarding the formation of a Community Advisory Committee (CAC) as part of the Downtown Master Plan's Community Outreach and Engagement Plan and exclude City Councilmembers appointment of a City Commissioner to the CAC. The motion carried by the following vote:

ROLL CALL

AYES:	Solorio, Mendoza - 2
NOES:	Fajardo - 1
RECUSED:	Rodriguez
ABSENT:	Montañez

It was noted that Mayor Rodriguez returned to the dais at 7:37 p.m.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Venegas reported on City events such as Move Your Way Open Streets Festival, Oktober Fiesta at the Lopez Adobe; Kidney's Quest Foundation's Health and Wellness Expo, noted the next Parks, Wellness and Recreation Commission meeting is October 12; and commented on the upcoming community engagement outreach meeting for the Pioneer Park rehabilitation project.

Director of Finance Melton commented on the federal Low Income Household Water Assistance Program (LIHWAP) has extended the program through May 2024.

Director of Community Development Ramirez reported that she would be participating in Los Angeles County Assessor's Office Homeowners Resource Fair where she will be presenting information about Accessory Dwelling Units and related topics, and noted the Town Hall meeting on homelessness is on October 18.

Deputy City Manager/Economic Development Kith announced the recent opening of a new UPS Store.

Police Chief Valdez reported on Police Department events such as National Night Out, the Parent Academy held at Santa Rosa de Lima Catholic School, and spoke about mentors needed for at risk youth attending San Fernando Middle School.

City Manager Kimball mentioned the City Manager's bi-weekly report has been distributed and the Quarterly Look Ahead Report would be forthcoming.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo had no updates to report.

Councilmember Solorio had no updates to report.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting October 2, 2023

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Vice Mayor Mendoza mentioned she attended the Los Angeles County Library Commission meeting and reported on library budget needs in need of monetary contributions; commented on the Move Your Way Street Festival, noted she attended the City's Annual Transaction Measure A/SF Town Hall meeting, mentioned she participated in the Inflation Reduction Act webinar, attended the Education Commission meeting, the Los Angeles County Business Federation 2023 BizFed Freshman Policymakers Reception at Union Station and acknowledged the new Police Explorers.

Mayor Rodriguez thanked staff for putting on all the City events, spoke about the Spanish language services offered at the Parent Academy, expressed thanks to staff for their work on the City's new Community and Business Community Resource Center, commented on the Los Angeles County Assessor's Office Homeowners Resource Fair and Kidney's Quest Foundation's Health and Wellness Expo, and announced Councilmember Solorio as the new Board Secretary for Independent Cities Finance Authority.

ADJOURNMENT (7:51 p.m.)

Mayor Rodriguez adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 2, 2023, Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: October 16, 2023

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-102 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance/City Treasurer hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

- A. Resolution No. 23-102, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 23-102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND / WARRANT REGISTER NO. 23-102**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE
AND ORDER AS FOLLOWS:**

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 16th day of October 2023.

Celeste T. Rodriguez, Mayor of the
City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-102, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of October, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, 2023.

Julia Fritz, City Clerk

vchlist
10/11/2023 11:08:03AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233205	10/16/2023	894406 ADVANCE AUTO PARTS	8681326246342		VEHICLE MAINT-PW4493 041-320-0311-4400	18.56
					Total :	18.56
233206	10/16/2023	894315 AG LAWNMOWER SHOP	0120		SMALL EQUIP. REPAIR (LAWNMOVERS	
			0121	12981	043-390-0000-4300	91.00
				12981	SMALL EQUIP. REPAIR (LAWNMOVERS	
					043-390-0000-4300	259.01
					Total :	350.01
233207	10/16/2023	892271 ALL STAR ELITE SPORTS	3730		SPORTS UNIFORMS & STAFF UNIFORM	
			3756	12982	017-420-1330-4300	2,947.02
				12982	SPORTS UNIFORMS & STAFF UNIFORM	
					017-420-1330-4300	367.94
					Total :	3,314.96
233208	10/16/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO	
					004-2346	46.24
					Total :	46.24
233209	10/16/2023	100143 ALONSO, SERGIO	SEPT 2023		MARIACHI MASTER APPRENTICE INST	
				12730	109-424-3637-4260	486.05
				12730	004-2360	2,100.00
				12730	109-424-3637-4260	-486.05
					Total :	2,100.00
233210	10/16/2023	892975 ALTA LANGUAGE SERVICES INC	IS676597		BILINGUAL LISTENING & SPEAKING TE	
					001-106-0000-4260	275.00
					Total :	275.00
233211	10/16/2023	888042 ALTEC INDUSTRIES INC.	51292896		REPAIR, UPGRADE & RE-CERTIFY THE	
				13030	041-320-0370-4400	6,730.34
					Total :	6,730.34
233212	10/16/2023	894078 AMERICAN BUSINESS BANK	P18		5% RETENTION HELD-SAN FERNANDC	
					010-2037	18,126.22

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vchlist
10/11/2023 11:08:03AMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233212	10/16/2023	894078 894078 AMERICAN BUSINESS BANK	(Continued)			Total : 18,126.22
233213	10/16/2023	100188 ANDY GUMP INC.	INV1069559		PORTABLE RESTROOM SERV FOR CIT	
				13005	043-390-0000-4260	336.49
			INV1069560		PORTABLE RESTROOM SERV FOR CIT	
				13005	070-384-0000-4260	336.34
					Total :	672.83
233214	10/16/2023	894228 ARROW LIFT OF CALIFORNIA	P-S14367		LP PARK ELEVATOR QTRLY SRV	
					043-390-0000-4260	595.00
					Total :	595.00
233215	10/16/2023	889942 ATHENS SERVICES	14819690		CITY STREET SWEEPING SERVICES	
			15027993	13046	011-311-0000-4260	17,443.40
			15251832	13046	CITY STREET SWEEPING SERVICES	
				13046	011-311-0000-4260	17,443.40
					Total :	52,330.20
233216	10/16/2023	894561 AYALA, MABEL	50-3813-01		WATER ACCT REFUND - 1421 SEVENTH	
					070-2010	128.26
					Total :	128.26
233217	10/16/2023	894563 BARAJAS DE OCHOA, REBECCA	838594		FACILITY RENTAL DEP. REFUND	
					001-2220	165.00
					Total :	165.00
233218	10/16/2023	888800 BUSINESS CARD	091823		POSTAGE-OVERNIGHT ENVELOPE	
			092123		001-190-0000-4280	78.65
			092223		CONTACT PAPER	
					001-107-0000-4300	68.32
					BUSINESS CARDS	
					043-390-0000-4300	28.84
					070-383-0000-4300	28.84
					001-222-0000-4300	104.97
					001-310-0000-4300	28.83
					001-150-0000-4300	127.64

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233218	10/16/2023	888800 BUSINESS CARD	(Continued)			
			092223-1		COFFEE TABLE 001-107-0000-4300	91.50
			092223-2		ID CARDS 001-106-0000-4300	25.35
			092523		REBATE 001-101-0000-4300	-2.64
			092523		LODGING-2023 LEAGUE OF CA CITIES 001-105-0000-4370	499.60
			092523-1		4-POWER ADAPTORS-EOC LAPTOPS 001-135-0000-4300	91.92
			092523-2		AIR PURIFIER 001-106-0000-4300	451.24
			092723		RGSTR-2023 CITY CLERK NEW LAW & 001-116-0000-4370	550.00
			092823-1		AD: DIRECTOR OF COMM DEV RECRU 001-106-0000-4230	260.00
			092823-1		AD: DIRECTOR OF COMM DEV RECRU 001-106-0000-4230	300.00
			092823-2		AD: PERSONNEL MANAGER RECRUITM 001-106-0000-4230	260.00
			092823-2		AD: PERSONNEL MANAGER RECRUITM 001-106-0000-4230	300.00
			092923		(2) SOFTWARE SUBSCRIPTIONS 001-107-0000-4380	96.00
			092923		AD: DIRECTOR OF COMM DEV RECRU 001-106-0000-4230	75.00
			092923		FINANCE CHARGES 001-190-0000-4435	231.60
			100223		CITY EMAIL-OCT 2023 001-135-0000-4260	2,017.18
			100223		RGSTR-2023 LEAGUE OF CA. CITIES 001-130-0000-4370	500.00
			100223		AD: PERSONNEL MANAGER RECRUITM 001-106-0000-4230	325.00
			100323		CITY COUNCIL SUPPLIES	

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233218	10/16/2023	888800 BUSINESS CARD	(Continued)			
			100423		001-101-0000-4300 VPN SUBSCRIPTION-SEPT 2023	26.38
			100423		001-135-0000-4260 DINNER FOR CC & STAFF-CC MTG 10/1	78.30
					001-101-0000-4300	128.99
					Total :	6,867.51
233219	10/16/2023	888800 BUSINESS CARD	091923		REFUND LODGING-LACPCA STRATEGI 001-222-0000-4370	-310.12
			092523		PASTRIES-PARENT ACADEMY 001-222-0000-4300	19.50
			092523		COFFEE-PARENT ACADEMY 001-222-0000-4300	20.00
			092623		LODGING-POST SUPERVISORY COUR 001-224-0000-4360	713.15
			092923-2		FINANCE CHARGES 001-190-0000-4435	18.25
			100223		TONER CARTRIDGES 001-225-0000-4350	1,066.04
			100323		AED PADS 001-222-0000-4300	615.21
			100323		LODGING-POST SUPERVISORY COUR 001-224-0000-4360	891.97
					Total :	3,034.00
233220	10/16/2023	888038 C.L.E.A.R.S. INC.	4297483		RGSTR-50TH ANNUAL CONFERENCE 001-222-0000-4370	550.00
					Total :	550.00
233221	10/16/2023	892464 CANON FINANCIAL SERVICES, INC	31194586	12948	LEASE FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	2,005.79
					Total :	2,005.79
233222	10/16/2023	892465 CANON SOLUTIONS AMERICA, INC.	6005526913	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	1,058.35

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233222	10/16/2023	892465 892465 CANON SOLUTIONS AMERICA, INC.	(Continued)			Total : 1,058.35
233223	10/16/2023	891860 CARL WARREN & COMPANY	20305-20313		REIMB. TO ITF ACCT (LIABILITY CLAIM# 006-1037	10,458.23
					Total :	10,458.23
233224	10/16/2023	100476 CCP INDUSTRIES INC.	IN03368305		SAFETY GLOVES 070-384-0000-4300	723.47
			IN03369418		SAFETY GLOVES 070-384-0000-4300	460.40
					Total :	1,183.87
233225	10/16/2023	894010 CHARTER COMMUNICATIONS	10369091823		PD CABLE-09/18-10/17 001-222-0000-4260	359.99
			196309092323		INTERNET SERVICES-09/23-10/22 001-190-0000-4220	1,399.00
					Total :	1,758.99
233226	10/16/2023	894372 CHRIS CANELO MUSIC INC	092423		DJ-SENIOR HALLOWEEN DANCE ON 10/04-2382	325.00
					Total :	325.00
233227	10/16/2023	894493 CHUCK THOMAS INVESTIGATIONS	CT23-011.3	12994	INTERNAL INVESTIGATIONS SERVICES 001-112-0000-4270	5,178.44
					Total :	5,178.44
233228	10/16/2023	103818 CITY OF LOS ANGELES	20230924651		IX-UNIT SANITATION PERMIT FEE 070-381-0000-4450	528.25
					Total :	528.25
233229	10/16/2023	103029 CITY OF SAN FERNANDO	5614-5634		REIMB. TO WORKER'S COMP ACCT 006-1038	19,060.68
					Total :	19,060.68
233230	10/16/2023	890893 CITY OF SAN FERNANDO	OCT 2023		CITY PROPERTY UTILITY BILLING 043-390-0000-4210	24,750.77
			SEPT 2023		COMMISSIONER'S STIPEND DONATION# 001-420-0000-4111	100.00

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233230	10/16/2023	890893 890893 CITY OF SAN FERNANDO	(Continued)			Total : 24,850.77
233231	10/16/2023	892687 CORE & MAIN LP	T291872	13014	WATER METERS, FIRE SERVICE MAT'L 070-383-0000-4310	634.24
			T562321	13014	WATER METERS, FIRE SERVICE MAT'L 070-385-0700-4600	2,889.85
					Total :	3,524.09
233232	10/16/2023	102003 COUNTY OF LOS ANGELES	RE-PW-23091101133	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	217.70
					Total :	217.70
233233	10/16/2023	893904 CRICKET CONSULTING	1317	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	1,995.66
			1318A	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	3,675.00
			1318B	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	3,675.00
			1339	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	888.60
					Total :	10,234.26
233234	10/16/2023	892888 CWE	23392	12523	REGIONALPARK INFILTRATION PROJE 010-310-0620-4600	70,080.88
					Total :	70,080.88
233235	10/16/2023	894570 DESMOND & LOUIS INC.	13677		PIO TRAINING FOR 1ST RESPONDERS 001-225-0000-4360	425.00
					Total :	425.00
233236	10/16/2023	888951 DOMINGUEZ, WALTER	TRAVEL		PER DIEM-CANINE MGT PRG 001-225-0000-4360	140.00
					Total :	140.00
233237	10/16/2023	887380 DUENAS, MARIA CONCEPCION	AUG 2023	12889	MMAP PROJECT ASSISTANT 004-2359	75.00
			SEPT 2023	12889	MMAP PROJECT ASSISTANT 004-2359	88.95

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233237	10/16/2023	887380 DUENAS, MARIA CONCEPCION	(Continued)	12889	109-424-3637-4260	406.05
					Total :	570.00
233238	10/16/2023	890879 EUROFINES EATON ANALYTICAL, INC	3800028664	13032	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	4,097.00
			3800031314	13032	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	5,297.00
					Total :	9,394.00
233239	10/16/2023	103851 EVERSOFIT, INC.	R2401524		WATER SOFTENER RENTAL-WELL2A 070-384-0000-4260	53.14
					Total :	53.14
233240	10/16/2023	893029 FERGUSON WATERWORKS #1083	0016374	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	7,386.46
			0016704	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	1,488.46
					Total :	8,874.92
233241	10/16/2023	894568 FERNANDEZ, LILIANA	836470		DAY CAMP TRIP REFUND 017-3770-1399	50.00
					Total :	50.00
233242	10/16/2023	894525 FFSIGNS, LLC	0556	13025	SIGNS, DECALS, GRAPHICS AND MISC 043-390-0000-4260	576.00
				13025	001-190-0000-4300	750.00
			0558	13025	SIGNS, DECALS, GRAPHICS AND MISC 041-320-0225-4400	354.40
			0561	13025	SIGNS, DECALS, GRAPHICS AND MISC 043-390-0000-4260	198.90
			0566	13025	SIGNS, DECALS, GRAPHICS AND MISC 041-1215	690.62
					Total :	2,569.92
233243	10/16/2023	893983 FRITZ, JULIA	TRAVEL		PER DIEM-LEAGUE OF CA. CITIES ANN 001-116-0000-4370	90.00

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233243	10/16/2023	893983 893983 FRITZ, JULIA	(Continued)			Total : 90.00
233244	10/16/2023	892198 FRONTIER COMMUNICATIONS	818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	44.71
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	44.30
			818-837-1509-032207		PW PHONE LINE 001-190-0000-4220	44.71
			818-837-2296-031315		VARIOUS CITY HALL LINES 001-190-0000-4220	386.11
			818-838-4969-021803		POLICE DEPT ALARM PANEL 001-222-0000-4220	136.05
					Total :	655.88
233245	10/16/2023	894351 GARCIA, VICTORIA	OCT 2023		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
233246	10/16/2023	894214 GEPP OF RI	26619	13048	MEDALS & SHIRTS FOR SF VALLEY MII 004-2385	6,853.00
					Total :	6,853.00
233247	10/16/2023	889352 GOMEZ, ADRIANA B.	OCT 2023		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
233248	10/16/2023	892550 GOVEA, DAVID	SEPT 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					Total :	100.00
233249	10/16/2023	893622 GOVERNMENT TRAINING AGENCY	69766		BASIC RECORDS CLERK TRAINING 001-222-0000-4360	525.00
					Total :	525.00
233250	10/16/2023	101376 GRAINGER, INC.	9762321918	13027	EQUIPMENT & SUPPLIES FOR VARIOU 001-311-0000-4300	175.80
			980871334	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	55.52

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233250	10/16/2023	101376 GRAINGER, INC.	(Continued) 9808802509		EQUIPMENT & SUPPLIES FOR VARIOU	
				13027	043-390-0000-4300	160.08
				13027	001-311-0000-4300	160.07
				13027	070-384-0000-4330	160.07
			9843763518		EQUIPMENT & SUPPLIES FOR VARIOU	
				13027	041-320-0000-4300	11.99
					Total :	723.53
233251	10/16/2023	893344 GRAND ELECTRICAL SUPPLY	201632		CITY HALL EXIT LIGHTS	
					043-390-0000-4300	118.87
			201704		MISC SUPPLIES	
					043-390-0000-4300	7.71
					Total :	126.58
233252	10/16/2023	894407 GRAYBAR FINANCIAL SERVICES	15441053		VOIP MONLTY LEASE PAYMENT	
					001-190-0000-4220	944.53
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.80
					Total :	2,698.67
233253	10/16/2023	894511 GRIDIRON TRAINING	000182		FTO UPDATE TRAINING	
					001-225-0000-4360	300.00
					Total :	300.00
233254	10/16/2023	887167 GRISWOLD INDUSTRIES	876143		SERVICES TO REPAIR/MAINT. CITY WA	
				13053	070-384-0000-4260	4,027.38
			876779		SERVICES TO REPAIR/MAINT. CITY WA	
				13053	070-384-0000-4260	1,566.26
			877143		SERVICES TO REPAIR/MAINT. CITY WA	
				13053	070-384-0000-4260	3,096.56
					Total :	8,690.20
233255	10/16/2023	894512 GUILLEN, JEANETTE	REIMB.		MILEAGE REIMBURSEMENT	
					001-420-0000-4390	1.05
					Total :	1.05

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233256	10/16/2023	894226 GUILLEN, YASMIN	REIMB.		SENIOR CLUB ACTIVITY SUPPLIES	
					004-2380	379.26
					001-420-0000-4390	3.80
					Total :	383.06
233257	10/16/2023	101428 H & H WHOLESALE PARTS	1IN0589022		VEH. BATTERIES INCLUDING DELIVER	
				13023	041-1215	431.61
					Total :	431.61
233258	10/16/2023	101436 HACH COMPANY	13744082		SUPPLIES FOR WATER QUALITY	
					070-384-0000-4300	284.89
			13746547		SUPPLIES FOR WATER QUALITY	
					070-384-0000-4300	1,448.70
					Total :	1,733.59
233259	10/16/2023	888647 HDL SOFTWARE, LLC	SIN031993		BUSINESS LICENSE ADMIN SERVICES-	
				13036	001-130-0000-4260	1,768.50
					Total :	1,768.50
233260	10/16/2023	893817 HERNANDEZ MOLINA, MARIO ALBERTO	SEPT 2023		MARIACHI MASTER APPRENTICE INST	
				12733	004-2360	960.00
					Total :	960.00
233261	10/16/2023	888841 HERRERA, JOSE	1031		SOUND SERVICE-LOPEZ ADOBE EVEN	
					001-423-0000-4260	500.00
					Total :	500.00
233262	10/16/2023	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN028501		CONTRACT SERVICES - SALES & TRA	
					001-130-0000-4270	2,951.44
			SIN031873		CONTRACT SERVICES - SALES & TRA	
				13040	001-130-0000-4270	600.00
					Total :	3,551.44
233263	10/16/2023	894471 HUBBARD-GUZMAN, INC.	002		JUI-JITSU TRAINING	
				12951	001-225-0000-4360	700.00
			003		JUI-JITSU TRAINING	
				12951	001-225-0000-4360	700.00

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233263	10/16/2023	894471 HUBBARD-GUZMAN, INC.	(Continued)			Total : 1,400.00
233264	10/16/2023	891777 IRRIGATION EXPRESS	15280372-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	185.42 Total : 185.42
233265	10/16/2023	894007 KARINA SWEEPING COMPANY	0019	13020	SWEEPING SERVICES- CITY OWNED P 023-311-0000-4260	7,200.00 Total : 7,200.00
233266	10/16/2023	894321 KASA CONSTRUCTION INC	070-2697		METER DEPOSIT REFUND 070-2697	139.74 Total : 139.74
233267	10/16/2023	102007 L.A. COUNTY SHERIFFS DEPT.	240439BL	13018	PRE-PACKAGED, PREPARED INMATE M 001-225-0000-4350	391.85 Total : 391.85
233268	10/16/2023	101848 LANGUAGE LINE SERVICES	11092629		INTERPRETATION SERVICES 001-222-0000-4260	46.87 Total : 46.87
233269	10/16/2023	894549 LARIOS, BERTHA	839422		SENIOR TRIP REFUND 004-2383	30.00 Total : 30.00
233270	10/16/2023	101852 LARRY & JOE'S PLUMBING	2272050-0001-02		MISC CITY HALL MAINT SUPPLIES 043-390-0000-4300	53.20 Total : 53.20
233271	10/16/2023	893218 LAZARO, ERNESTO	AUG 2023 SEPT 2023	12734 12734 12734	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260 MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260 004-2360	720.00 200.00 520.00 Total : 1,440.00
233272	10/16/2023	892477 LOWES	9747-01002		VEHICLE MAINT-PW2115	

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233272	10/16/2023	892477 LOWES	(Continued)			
			9747-01845		041-320-0311-4400 PD JAIL INSPECTION REPAIRS	131.03
			9747-80989		043-390-0000-4300 SOIL	90.28
					043-390-0000-4300	43.62 Total : 264.93
233273	10/16/2023	894564 MARTINEZ, ALICIA	836486		FACILITY RENTAL DEP REFUND 001-2220	150.00 Total : 150.00
233274	10/16/2023	892471 MATHESON TRI-GAS INC	0028405214		VEHICLE MAINT-PW4609 041-320-0346-4400	71.18 Total : 71.18
233275	10/16/2023	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	37.68 Total : 37.68
233276	10/16/2023	893200 MCKESSON MEDICAL-SURGICAL	21154403 21154421		INTERNAL INVESTIGATIONS SERVICE 001-225-0000-4350 INTERNAL INVESTIGATIONS SERVICE 001-225-0000-4350	261.56 55.72 Total : 317.28
233277	10/16/2023	894567 MEZA, MARIA	836472		DAY CAMP TRIP REFUND 017-3770-1399	50.00 Total : 50.00
233278	10/16/2023	894310 MLA GREEN INC	19277	12853	CONSTRUCTION SUPPORT FOR PACO 012-311-0551-4600	1,000.00 Total : 1,000.00
233279	10/16/2023	891935 MMASC	8237		MEMBERSHIP DUES 001-222-0000-4380	90.00 Total : 90.00

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233280	10/16/2023	893343 MOHR, NICOLE	SEPT 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
233281	10/16/2023	892353 MOORE IACOFANO, GOLTSMAN, INC.	0083003	12400	DESIGN FOR LAYNE PARK REVITALIZA 010-420-3669-4600	775.00 Total : 775.00
233282	10/16/2023	893934 MORA, JUAN LUIS	MCB-0823	12954	CONSULTANT FOR BASEBALL INSTRU 017-420-1330-4260	3,540.00 Total : 3,540.00
233283	10/16/2023	893050 MORALES-RODRIGUEZ, CRISTAL	AUG 2023 JULY 2023	12869 12869	MARIACHI MASTER APPRENTICE PRG. 109-424-3637-4260 MARIACHI MASTER APPRENTICE PRG. 109-424-3637-4260	300.00 700.00 Total : 1,000.00
233284	10/16/2023	889639 MORAN, JORGE	PL2302222		REFUND-PLANNING PERMIT 001-3330-0000 055-3315-0000 055-3719-0154	326.40 16.32 32.64 Total : 375.36
233285	10/16/2023	894499 MORENO, CRISTINA	REIMB.		SUPPLIES-TBC ACTIVITY 004-2391	12.40 Total : 12.40
233286	10/16/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	169.06 Total : 169.06
233287	10/16/2023	893247 NATIONAL READY MIXED	875975		MAT'L'S FOR SIDEWALK REPAIR-401 N 001-311-0000-4300	904.33 Total : 904.33
233288	10/16/2023	893405 NEW HORIZON	2387878		LP PHONE SERVICE - OCT 2023 001-420-0000-4220	335.27

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233288	10/16/2023	893405 893405 NEW HORIZON	(Continued)			Total : 335.27
233289	10/16/2023	894100 ODP BUSINESS SOLUTIONS , LLC	330740074001		OFFICE SUPPLIES 001-222-0000-4300	93.97
			331053764001		COPY PAPER 001-222-0000-4300	219.89
			331138970001		OFFICE SUPPLIES 001-150-0000-4300	242.94
			331792090001		OFFICE SUPPLIES 070-384-0000-4310	185.00
			331793986001		OFFICE SUPPLIES 070-381-0000-4300	44.78
			331793990001		OFFICE SUPPLIES 070-381-0000-4300	71.60
			331840148001		OFFICE SUPPLIES 001-311-0000-4300	200.60
			331993147001		OFFICE SUPPLIES 001-222-0000-4300	32.81
			332767571001		OFFICE SUPPLIES 001-222-0000-4300	161.04
			332805304001		OFFICE SUPPLIES 001-222-0000-4300	61.63
			332805311001		OFFICE SUPPLIES 001-222-0000-4300	9.89
			332928326001		OFFICE SUPPLIES 001-152-0000-4300	39.45
			332930925001		OFFICE SUPPLIES 001-150-0000-4300	33.62
			332943057001		OFFICE SUPPLIES 001-222-0000-4300	359.33
			332943374001		OFFICE SUPPLIES 001-222-0000-4300	24.99
			333319147001		TONER & OFFICE SUPPLIES 001-106-0000-4300	370.57
			333537505001		OFFICE SUPPLIES 001-130-0000-4300	10.61
			333545575001		TONER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233289	10/16/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			333688512001		001-130-0000-4300 OFFICE SUPPLIES	247.14
			333769254001		001-424-0000-4300 OFFICE SUPPLIES	36.35
					001-222-0000-4300	80.70
					Total :	2,526.91
233290	10/16/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-136137		VEH. MAINT. AND REPAIR PARTS FOR (
			4605-136440	13008	041-320-0311-4400	12.11
			4605-1365459	13008	VEH. MAINT. AND REPAIR PARTS FOR (326.60
			4605-136633	13008	041-320-0225-4400	105.83
			4605-136747	13008	VEH. MAINT. AND REPAIR PARTS FOR (15.86
			4605-137675	13008	041-320-0311-4400	31.94
			4605-137768	13008	VEH. MAINT. AND REPAIR PARTS FOR (81.55
			4605-138044	13008	041-1215	64.45
					070-384-0000-4400	63.91
					VEH. MAINT. AND REPAIR PARTS FOR (702.25
233291	10/16/2023	894024 ORTIZ ENTERPRISES, INC.	P18		SF REGIONAL PARK INFILTRATION PR(
				12650	010-310-0645-4600	466.02
				12650	010-310-0620-4600	193,192.48
				12650	010-310-0764-4600	168,865.98
					010-2037	-18,126.22
					Total :	344,398.26
233292	10/16/2023	894565 PALMA, MARIA	835298		FACILITY RENTAL DEP. REFUND	
					001-2220	150.00
					Total :	150.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233293	10/16/2023	889545 PEREZ, MARIBEL	REIMB.		SUPPLIES FOR SPECIAL EVENT	
					001-423-0000-4300	265.44
					Total :	265.44
233294	10/16/2023	893933 PORTA-STOR	405491		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.00
					Total :	82.00
233295	10/16/2023	894373 PUBLIC SAFETY ALLIANCE	418		ENHANCED DRUG ID TRAINING	
			419		001-225-0000-4360	125.00
					ENHANCED DRUG ID TRAINING	
					001-225-0000-4360	125.00
					Total :	250.00
233296	10/16/2023	894306 QUENCH USA, INC.	INV06346164		DRINKING WATER	
					001-222-0000-4300	109.15
					Total :	109.15
233297	10/16/2023	894566 RAMIREZ, TRICIA	836413		FACILITY RENTAL DEP. REFUND	
					001-2220	150.00
					Total :	150.00
233298	10/16/2023	892327 REXFORD INDUSTRIAL	56-0405-07		WATER ACCT REFUND-1145 ARROYO (
					070-2010	100.02
					Total :	100.02
233299	10/16/2023	894408 RINCON CONSULTANTS INC	50220	12914	PREP OF PHASE 1 OF CLIMATE ACTIOI	
					110-150-7527-4270	705.75
					Total :	705.75
233300	10/16/2023	102855 RIO HONDO COLLEGE	F23-42-ZSFN		ARREST & CONTROL COURSE	
					001-225-0000-4360	50.00
					Total :	50.00
233301	10/16/2023	887296 ROBLEDO, OLIVIA	SEPT 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	100.00

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233302	10/16/2023	894572 RODRIGUEZ, ISABELL	TRAVEL		PER DIEM-BASIC RECORDS CLERK TR 001-222-0000-4360	225.00
					Total :	225.00
233303	10/16/2023	894241 RODRIGUEZ, LAUREL A.	SEPT 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					Total :	100.00
233304	10/16/2023	894534 RODRIGUEZ, ZOE	OCT 2023		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
233305	10/16/2023	102923 ROTO-ROOTER	515-253761407		PLUMBING SERVICES-CITY HALL 043-390-0000-4330	934.00
					Total :	934.00
233306	10/16/2023	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		LUNCH PROVIDED-PARK RENAMING E 001-226-0230-4430	1,377.70
					Total :	1,377.70
233307	10/16/2023	891253 SAN FERNANDO SMOG TEST ONLY	2050		SMOG TEST - E1443279 041-320-0000-4450	65.00
			2079		SMOG TEST - E1443278 041-320-0000-4450	65.00
			2090		SMOG TEST - E1101645 041-320-0000-4450	65.00
					Total :	195.00
233308	10/16/2023	103057 SAN FERNANDO VALLEY SUN	12053		PH NOTICE-CUP FOR 12920 FOOTHILL 001-115-0000-4230	148.50
					Total :	148.50
233309	10/16/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210	12,713.36
					029-335-0000-4210	3,066.32
					070-384-0000-4210	25,272.82
					074-320-0000-4210	8,052.03
					043-390-0000-4210	12,692.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233309	10/16/2023	103202 103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			Total : 61,796.82
233310	10/16/2023	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS-CNG STATION 074-320-0000-4402	11,224.37
					Total :	11,224.37
233311	10/16/2023	888821 THE GOODYEAR TIRE & RUBBER CO	38012	13009	TIRES FOR FLEET 041-1215	3,556.44
					Total :	3,556.44
233312	10/16/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	092523		FINANCE CHARGES 070-383-0000-4300	111.94
			1013337		SAND BAGS 001-311-0000-4300	181.91
			2482582		FIRE EXTINGUISHERS-PD4449 041-320-0225-4400	942.64
			4013962		TREATED WOOD-LAYNE PARK WALKIN 043-390-0000-4300	208.31
			4543000		LARGE FAN & MISC ITEMS-LP PARK 001-420-0000-4300	406.59
			7635842		DEPT SAFETY SUPPLIES 070-383-0000-4300	132.04
			7974461		TRASH BAGS-MALL MAINT 030-341-0000-4300	1,185.07
			8104813		MATL'S FOR CITY SIGN 001-370-0000-4300	63.21
			8116902		MATL'S FOR CITY SIGN 001-370-0000-4300	26.95
			8515182		MISC SUPPLIES 070-383-0000-4300	248.03
			8532505		MISC SUPPLIES 070-383-0000-4310	35.95
			8543475		REC PARK PAINTING 043-390-0000-4300	758.32
			94089		SMALL TOOLS 070-384-0000-4340	414.56
			94105		ELECTRICAL REPAIRS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233312	10/16/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)			001-370-0000-4300	38.48
					Total :	4,754.00
233313	10/16/2023	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION	
					001-420-0000-4220	29.40
					043-390-0000-4310	19.74
					Total :	49.14
233314	10/16/2023	888399 TORO ENTERPRISES INC.	RET12570		RETENTION RELEASED--PHASE 1 ANN	
					008-2037	16,500.00
					012-2037	38,928.84
					025-2037	54,438.13
					032-2037	4,422.64
					121-2037	4,126.99
					Total :	118,416.60
233315	10/16/2023	893504 TOWN HALL STREAMS, LLC	15173		STREAM SERVICES-OCT 2023	
					001-115-0000-4260	175.00
					Total :	175.00
233316	10/16/2023	892853 TREE PEOPLE	1	12843	CHANGE ORDER REQUESTED TO PAY	
					043-390-0000-4300	450.00
					Total :	450.00
233317	10/16/2023	890998 TRUJILLO, RODOLFO	OCT 2023		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00
233318	10/16/2023	103445 UNDERGROUND SERVICE ALERT	23-241189		CA STATE FEE-REGULATORY COSTS	
			920230695		070-381-0000-4260	40.64
					(33) SNF01 NEW TICKET CHARGES	
					070-381-0000-4260	67.75
					Total :	108.39
233319	10/16/2023	893740 UTILITY SYSTEMS SCIENCE &	COSF_07/01-09/30	13024	WSTEWTER FLOW MONITORING & SAI	1,200.00
			COSF_09/09-10/08/23		072-360-0000-4260	
					WSTEWTER FLOW MONITORING & SAI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233319	10/16/2023	893740 UTILITY SYSTEMS SCIENCE &	(Continued)		072-360-0000-4260	770.00
			COSF_09/1-09/31	13024	WSTEWTER FLOW MONITORING & SAI	
				13024	072-360-0000-4260	540.00
					Total :	2,510.00
233320	10/16/2023	893647 VALEO NETWORKS	24998		VEEAM CLOUD CONNECTION SOLUTIK	
			24999	13038	001-135-0000-4260	803.70
				13038	IT MANAGEMENT & VEEAM CLOUD CO	
					001-135-0000-4270	10,591.67
					Total :	11,395.37
233321	10/16/2023	894569 VERDIN DE MURILLO, MARTHA	837402		DAY CAMP TRIP REFUND	
					017-3770-1399	50.00
					Total :	50.00
233322	10/16/2023	892081 VERIZON BUSINESS SERVICES	72696891		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,041.74
					Total :	1,041.74
233323	10/16/2023	100101 VERIZON WIRELESS-LA	9944612070		MDT MODEMS-PD UNITS	
			9945016395		001-222-0000-4220	337.28
					PD CELL PHONE PLAN	
					001-222-0000-4220	176.69
					001-152-0000-4220	152.04
			9945310079		PD CELL PHONE PLANS	
					001-222-0000-4220	567.82
					070-384-0000-4220	41.86
			9945321761		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	155.88
					043-390-0000-4220	25.98
					041-320-0000-4220	25.98
					072-360-0000-4220	36.16
					Total :	1,519.69
233324	10/16/2023	890970 WEX BANK	92118778		FUEL FOR CITY FLEET	
					041-320-0152-4402	259.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233324	10/16/2023	890970 WEX BANK	(Continued)			
					041-320-0221-4402	904.98
					041-320-0222-4402	196.02
					041-320-0228-4402	1,152.21
					041-320-0311-4402	1,495.15
					041-320-0320-4402	486.80
					041-320-0370-4402	983.23
					041-320-0390-4402	2,389.60
					029-335-0000-4402	130.95
					070-383-0000-4402	789.79
					070-384-0000-4402	320.79
					072-360-0000-4402	259.81
					041-320-0225-4402	5,861.04
					070-382-0000-4402	663.92
					041-320-0224-4402	1,480.55
					070-381-0000-4402	196.87
					Total :	17,571.47
233325	10/16/2023	891531 WILLDAN ENGINEERING	00337970B		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	8,060.75
			00338090	13011	NPDES CONSULTING SERVICES	
					023-311-0000-4270	9,561.25
			00338098B	13055	ON-CALL GENERAL ENGINEERING	
					072-1236	8,475.00
			00626047	13022	PS&E FOR TRAFFIC SIGNAL MODIFICA	
					024-311-0000-4600	4,560.50
			00626172	13055	ON-CALL GENERAL ENGINEERING	
					025-311-0565-4600	176.00
			00626230	13022	PS&E FOR TRAFFIC SIGNAL MODIFICA	
					024-311-0000-4600	6,276.50
			00626328	13055	ON-CALL GENERAL ENGINEERING	
					025-311-0565-4600	378.00
			00626337	13055	ON-CALL GENERAL ENGINEERING	
					072-1236	447.00
					Total :	37,935.00
233326	10/16/2023	894399 ZIYALOV, ART	TRAVEL		PER DIEM-MISAC 2023 CONFERENCE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233326	10/16/2023	894399 ZIYALOV, ART	(Continued)			
					001-130-0000-4370	150.00
					Total :	150.00
122	Vouchers for bank code :		bank3		Bank total :	943,692.10
122	Vouchers in this report				Total vouchers :	943,692.10

Voucher Registers are not final until approved by Council.

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RES. NO. 23-102

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233092	9/27/2023	891860 CARL WARREN & COMPANY	PREFUND		PREFUND REQUEST-REIMB TO ITF AC 006-1037	130,000.00
Total :						130,000.00
1 Vouchers for bank code : bank3						Bank total : 130,000.00
1 Vouchers in this report						Total vouchers : 130,000.00

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EXHIBIT "A"
RES. NO. 23-102vchlist
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233093	10/1/2023	100286 BAKER, BEVERLY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 148.68
233094	10/1/2023	100916 DEIBEL, PAUL	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233095	10/1/2023	101781 KISHITA, ROBERT	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
233096	10/1/2023	101926 LILES, RICHARD	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233097	10/1/2023	102126 MARTINEZ, MIGUEL	23-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	603.64 603.64
233098	10/1/2023	891354 RAMIREZ, ROSALINDA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
233099	10/1/2023	892782 TIGHE, DONNA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
7 Vouchers for bank code : bank3						Bank total : 1,687.11
7 Vouchers in this report						Total vouchers : 1,687.11

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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EXHIBIT "A"
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233100	10/1/2023	894452 ABDALLAH, MARIA G.	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,912.44
					Total :	1,912.44
233101	10/1/2023	100091 AGORICHAS, JOHN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
233102	10/1/2023	891039 AGUILAR, JESUS	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	415.50
					Total :	415.50
233103	10/1/2023	100104 ALBA, ANTHONY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					Total :	689.04
233104	10/1/2023	891011 APODACA-GRASS, ROBERTA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
233105	10/1/2023	100260 AVILA, FRANK	23-Oct		CALPERS HEALTH REIMB 041-180-0000-4127	1,358.28
					Total :	1,358.28
233106	10/1/2023	100306 BARNARD, LARRY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					Total :	879.00
233107	10/1/2023	100346 BELDEN, KENNETH M.	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00
					Total :	1,342.00
233108	10/1/2023	892233 BUZZELL, CAROL	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					Total :	148.68
233109	10/1/2023	891350 CALZADA, FRANK	23-Oct		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233109	10/1/2023	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	448.36
					Total :	448.36
233110	10/1/2023	100642 CASTRO, RICO	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.18
					Total :	1,834.18
233111	10/1/2023	103816 CHAVEZ, ELENA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					Total :	587.29
233112	10/1/2023	100752 COLELLI, CHRISTIAN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06
					Total :	1,811.06
233113	10/1/2023	891014 CREEKMORE, CASIMIRA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
233114	10/1/2023	893711 DAVIS, JAMES	23-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	1,534.22
					Total :	1,534.22
233115	10/1/2023	100913 DECKER, CATHERINE	23-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	269.02
					Total :	269.02
233116	10/1/2023	100925 DELGADO, RALPH	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	448.36
					Total :	448.36
233117	10/1/2023	101667 DIAZ, EVELYN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	784.00
					Total :	784.00
233118	10/1/2023	100960 DIEDIKER, VIRGINIA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233118	10/1/2023	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 269.02
233119	10/1/2023	100996 DRAKE, JOYCE	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
233120	10/1/2023	100995 DRAKE, MICHAEL	23-Oct		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	134.51 134.51 Total : 269.02
233121	10/1/2023	100997 DRAPER, CHRISTOPHER	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06
233122	10/1/2023	101044 ELEY, JEFFREY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 Total : 1,949.00
233123	10/1/2023	891040 FISHKIN, RIVIAN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
233124	10/1/2023	101178 FLORES, ADRIAN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 Total : 1,325.58
233125	10/1/2023	101182 FLORES, MIGUEL	23-Oct		CALPERS HEALTH REIMB 043-180-0000-4127	1,325.58 Total : 1,325.58
233126	10/1/2023	892103 GAJDOS, BETTY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
233127	10/1/2023	894378 GARCIA, BERTHA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	603.64

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233127	10/1/2023	894378 894378 GARCIA, BERTHA	(Continued)			Total : 603.64
233128	10/1/2023	891351 GARCIA, DEBRA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 Total : 1,856.80
233129	10/1/2023	101281 GARIBAY, SAUL	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,280.31 Total : 2,280.31
233130	10/1/2023	101318 GLASGOW, KEVIN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06
233131	10/1/2023	891020 GLASGOW, ROBERT	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 Total : 314.00
233132	10/1/2023	101333 GODINEZ, FRAZIER C.	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 Total : 1,768.55
233133	10/1/2023	101409 GUERRA, LAUREN E	23-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	587.29 Total : 587.29
233134	10/1/2023	891021 GUIZA, JENNIE	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
233135	10/1/2023	102896 GUZMAN, ROSA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 Total : 587.29
233136	10/1/2023	891352 HADEN, SUSANNA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	603.64 Total : 603.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233137	10/1/2023	101440 HALCON, ERNEST	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00 1,342.00
233138	10/1/2023	891918 HARTWELL, BRUCE	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
233139	10/1/2023	101465 HARVEY, DAVID	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
233140	10/1/2023	101466 HARVEY, DEVERY MICHAEL	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 314.00
233141	10/1/2023	101471 HASBUN, NAZRI A.	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 587.29
233142	10/1/2023	891023 HATFIELD, JAMES	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
233143	10/1/2023	892104 HERNANDEZ, ALFONSO	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
233144	10/1/2023	891024 HOOKER, RAYMOND	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233145	10/1/2023	893616 HOUGH, LOIS	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 148.68
233146	10/1/2023	101597 IBRAHIM, SAMIR	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	415.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233146	10/1/2023	101597 101597 IBRAHIM, SAMIR	(Continued)			415.50
233147	10/1/2023	101694 JACOBS, ROBERT	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
233148	10/1/2023	892105 KAHMANN, ERIC	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 415.50
233149	10/1/2023	101786 KLOTZSCHE, STEVEN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 448.36
233150	10/1/2023	891866 KNIGHT, DONNA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	123.03 123.03
233151	10/1/2023	892929 LEWIS, WANDA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233152	10/1/2023	891043 LIEBERMAN, LEONARD	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
233153	10/1/2023	101933 LITTLEFIELD, LESLEY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233154	10/1/2023	102045 LLAMAS-RIVERA, MARCOS	23-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,361.42 1,361.42
233155	10/1/2023	102059 MACK, MARSHALL	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 587.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233156	10/1/2023	891010 MAERTZ, ALVIN	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	397.06 397.06
233157	10/1/2023	888037 MARTINEZ, ALVARO	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,224.72 2,224.72
233158	10/1/2023	102206 MILLER, WILMA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233159	10/1/2023	102212 MIRAMONTES, MONICA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	555.22 555.22
233160	10/1/2023	102232 MIURA, HOWARD	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233161	10/1/2023	892106 MONTAN, EDWARD	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 148.68
233162	10/1/2023	102365 NAVARRO, RICARDO A	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 448.36
233163	10/1/2023	102473 ORDELHEIDE, ROBERT	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.60 1,878.60
233164	10/1/2023	102483 OROZCO, ELVIRA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 148.68
233165	10/1/2023	102486 ORSINI, TODD	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,039.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233165	10/1/2023	102486 102486 ORSINI, TODD	(Continued)			2,039.79
233166	10/1/2023	102569 PARKS, ROBERT	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 1,949.00
233167	10/1/2023	102580 PATINO, ARMANDO	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 1,949.00
233168	10/1/2023	102527 PISCITELLI, ANTHONY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 448.36
233169	10/1/2023	891033 POLLOCK, CHRISTINE	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 314.00
233170	10/1/2023	102735 QUINONEZ, MARIA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,358.28 1,358.28
233171	10/1/2023	891034 RAMSEY, JAMES	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	852.90 852.90
233172	10/1/2023	102864 RIVETTI, DOMINICK	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
233173	10/1/2023	102936 RUELAS, MARCO	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 1,856.80
233174	10/1/2023	102940 RUIZ, RONALD	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 587.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233175	10/1/2023	891044 RUSSUM, LINDA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
233176	10/1/2023	103005 SALAZAR, TONY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 1,325.58
233177	10/1/2023	103118 SENDA, OCTAVIO	23-Oct		CALPERS HEALTH REIMB 043-180-0000-4127	1,768.55 1,768.55
233178	10/1/2023	892107 SHANAHAN, MARK	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 415.50
233179	10/1/2023	891035 SHERWOOD, NINA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233180	10/1/2023	103175 SKOBIN, ROMELIA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,272.92 1,272.92
233181	10/1/2023	893677 SOLIS, MARGARITA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	517.13 517.13
233182	10/1/2023	103220 SOMERVILLE, MICHAEL	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00 1,449.00
233183	10/1/2023	103394 TORRES, RACHEL	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233184	10/1/2023	889588 UFANO, VIRGINIA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233184	10/1/2023	889588 889588 UFANO, VIRGINIA	(Continued)			132.25
233185	10/1/2023	103516 VAIRO, ANTHONY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00 1,449.00
233186	10/1/2023	888417 VALDIVIA, LAURA	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233187	10/1/2023	103550 VANICEK, JAMES	23-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,358.28 1,358.28
233188	10/1/2023	103562 VASQUEZ, JOEL	23-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,949.00 1,949.00
233189	10/1/2023	888562 VILLALPANDO, SEBASTIAN FRANK	23-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	415.50 415.50
233190	10/1/2023	103692 VILLALVA, FRANCISCO	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 1,768.55
233191	10/1/2023	891038 WAITE, CURTIS	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
233192	10/1/2023	103612 WALKER, MICHAEL	23-Oct		CALPERS HEALTH REIMB 027-180-0000-4127	210.90 210.90
233193	10/1/2023	103620 WARREN, DALE	23-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	132.25 132.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233194	10/1/2023	891036 WATT, DAVID	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
233195	10/1/2023	893690 WATTS, STEVE M.	23-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	886.89 886.89
233196	10/1/2023	891037 WEBB, NANCY	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233197	10/1/2023	103643 WEDDING, JEROME	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
233198	10/1/2023	103727 WYSBEEK, DOUDE	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
233199	10/1/2023	103737 YNIGUEZ, LEONARD	23-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
100 Vouchers for bank code : bank3						Bank total : 81,052.21
100 Vouchers in this report						Total vouchers : 81,052.21

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233200	9/29/2023	892687 CORE & MAIN LP	S959220	12755	PARTS & MATERIALS FOR ION EXCHA 070-383-0000-4310	3,053.09
			S964873	12755	PARTS & MATERIALS FOR ION EXCHA 070-383-0000-4310	1,241.23
					Total :	4,294.32
233201	9/29/2023	892888 CWE	23184		PO #12630 WATER & WASTEWATER 072-365-0560-4600	56,560.53
					Total :	56,560.53
233202	9/29/2023	894560 DUDEK	15287	13054	DOWNTOWN MASTER PLAN 001-107-0000-4270	8,445.97
					Total :	8,445.97
233203	9/29/2023	894408 RINCON CONSULTANTS INC	49583		PO#12914 - PREP OF PHASE 1 OF CLIM 110-150-7527-4270	13,244.13
					Total :	13,244.13
4 Vouchers for bank code :		bank3			Bank total :	82,544.95
4 Vouchers in this report					Total vouchers :	82,544.95

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233204	10/10/2023	102519 P.E.R.S.	OCT 2023		HEALTH INS BENEFITS - OCT 2023 001-1160	164,639.55
Total :						164,639.55
1 Vouchers for bank code : bank3						Bank total : 164,639.55
1 Vouchers in this report						Total vouchers : 164,639.55

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: October 16, 2023

Subject: Consideration to Approve an Amendment to the Professional Services Agreement with Willdan Financial Services for User Fee Study Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement (“PSA”) with Willdan Financial Services, Inc. (“Willdan”) (Attachment “A” – Contract No. 2060(a)) for Cost Allocation Plan Services to expand the scope to include User Fee Study services and increase the not-to-exceed amount for Fiscal Year (FY) 2023-2024 from \$24,500 to \$48,000; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. In January 2022, the Finance Department issued a Request for Proposal (“RFP”) for Cost Allocation Plan services.
2. The RFP closed February 18, 2022, and proposals were received from four (4) vendors, which included Willdan Financial Services, MGT Consulting, Revenue & Cost Specialists and Maximus.
3. On March 16, 2022, the City Manager executed Contract No. 2060 (Exhibit “B” of Attachment “A”) in the amount not to exceed \$24,500 with Willdan Financial Services. Since the contract amount was less than \$25,000 per year, the agreement was executed administratively. The primary factors used in the selection process were approach to scope of work, experience, fees, and references.
4. On June 5, 2023, the City Council adopted Resolution No. 8233 amending fees for City services for Fiscal Year 2023-2024 Annual Fee Schedule.

Consideration to Approve an Amendment to the Professional Services Agreement with Willdan Financial Services for User Fee Study Services

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5. On June 20, 2023, the City Council adopted the FY 2023-2024 Budget, which included an enhancement of \$25,000 to conduct a Citywide User Fee Study.

ANALYSIS:

The City assesses user fees for certain services including, but not limited to, encroachment permits, plan check and inspection fees, registration fees for recreation classes, business license processing fees, film permits, facility rental fees, etc. In general, when an individual pays a user fee, they receive a direct service or derive some other special benefit/entitlement. The purpose of charging user fees is to recover part, or all, of the cost of providing the service. In cases that costs are not fully recovered, the activity is being 'subsidized' by the General Fund.

Chapter 9 ("User Fees and Service Charges") of the City Council General Financial Policy requires the fee structure to be adjusted annually. Best practices call for a comprehensive user/cost of services study to be periodically conducted by an external consultant to ensure that the City is recovering the appropriate amount of costs related to services. While prices in the private sector are updated to reflect increased costs and changes in the market, a user fee study for a government agency provides an understanding of the true costs of providing various services. The user fee study will allow the City Council to update those fees to reflect current costs, or to subsidize a certain portion of fees for specific activities at the City Council's discretion.

The Fiscal Year (FY) 2023-2024 Finance Department Work Plan includes the objective to conduct a Citywide User Fee Services Study to adequately recover costs for services. This is in line with the City Council's Strategic Goal VII. to *"manage taxpayer funds responsibly, growing the City's revenue streams and protected minimum reserve balances in accordance with adopted Comprehensive Financial Policies."*

Amendment to Willdan Financial Services Agreement.

It is both common practice and advantageous to the City for a Cost Allocation Plan (CAP) and a fee study to be contracted together due to the overlap in identifying true costs associated with providing direct and indirect delivery of services. Fee studies build upon the fully burdened salary, benefit, and overhead costs calculated in the Cost Allocation Plan. While the City entered into a five-year agreement with Willdan to provide CAP services under administrative authority, effective March 2022 through March 2025 with the right to exercise two (2) one-year options, it did not include User Fees within the scope of work at that time due to lack of funding. With consideration of the relationship between the CAP and user fee study, staff recommends the scope of work for the agreement with Willdan Financial Services be amended to include both services. Willdan was also procured in 2016 for the last conducted citywide user fee study and has a familiarity with the City's processes, which will further streamline the process.

Consideration to Approve an Amendment to the Professional Services Agreement with Willdan Financial Services for User Fee Study Services

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Willdan has proposed a User Fee Study utilizing methodology and calculations in compliance with the cost of service-based requirements provided by Proposition 26 and Proposition 218. Willdan will deliver a straightforward user fee model and related report that clearly identifies the full cost of providing services, including overhead, direct and indirect costs; and provide recommendations for setting fees that maximize cost recovery in accordance with the City's policies. Staff anticipate conducting the study from November – February 2023 with the goal of returning to City Council by April 2024 for adoption.

Staff is requesting approval to amend the existing professional services agreement with Willdan to expand the current CAP scope of services and include the user fee study. The not-to-exceed amount will be increased accordingly. At the close of this agreement, subsequent RFPs will be issued with combined CAP and User Fee services to avoid the need for future amendments.

BUDGET IMPACT:

The City Council Adopted Budget for Fiscal Year 2023-2024 included an enhancement of \$25,000 for the User Fee Study (001-130-0000-4260) with funding for CAP services sufficiently funded in the operating budget under the same account. Annual costs for the remainder of the service agreement will be incorporated in subsequent year budgets.

User fees account for approximately five percent (5%) of total General Fund Revenue. Ensuring that the City is recovering the appropriate level of costs to provide fee-based activities will allow staff to continue to provide high-level services to the community.

CONCLUSION:

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with Willdan Financial Services, Inc. for Cost Allocation Plan Services to expand the scope to include User Fee Study services and increase the not-to-exceed amount for FY 2023-2024 from \$24,500 to \$48,000.

ATTACHMENTS:

- A. Contract No. 2060(a), including:
 - Exhibit A: Proposal to Conduct User Fee Study
 - Exhibit B: Contract No. 2060



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

Willdan Financial Services

Cost Allocation Plan and User Fee Study Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Cost Allocation Plan" Contract No. 2060 dated March 16, 2022 (hereinafter, "Master Agreement"), is hereby made and entered into this 16th day of October, 2023 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and WILLDAN FINANCIAL SERVICES, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

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

WHEREAS, exaction of the Master Agreement was executed by the Parties on March 16, 2022; and

WHEREAS, the scope of the Master Agreement includes Cost Allocation Plan services; and

WHEREAS, the parties desire to amend the Master Agreement title and scope to include User Fee Study services (Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation by \$23,500 as a result of the amended scope of work; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement (Exhibit "B"); as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of October 16, 2023 under Agenda Item _____.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The term set forth under Section 1.1 of the Master Agreement shall commence on March 16, 2022 through March 16, 2025, with renewal options unless terminated pursuant to Section 5.

SECTION 2. The Not-To-Exceed Sum set forth under Section 1.5 of the Master Agreement shall not exceed the budgeted aggregate sum of \$48,000.

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 4. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY OF SAN FERNANDO**WILLDAN FINANCIAL SERVICES:**

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____



April 21, 2023

Ms. Erica D. Melton
 Director of Finance/City Treasurer
 City of San Fernando
 117 Macneil Street
 San Fernando, California 91340

Re: Proposal to Conduct a User Fee Study for the City of San Fernando

Dear Ms. Melton:

Willdan Financial Services ("Willdan") is pleased to submit the following proposed scope of services and budget to the City of San Fernando ("City") to conduct a User Fee Study.

Scope of Services

Project Understanding

The overall goal of a user fee study is to establish an updated schedule of fees that is objective, fair and equitable. **We will deliver a straightforward model and report that clearly identifies the full cost of providing services, including overhead, direct and indirect costs; and provide recommendations for setting fees that maximize cost recovery in accordance with the City's policies.** Willdan will conduct analysis that clearly identifies the full (100%) cost of providing services for which fees are charged and ensuring that there is a reasonable relationship between these costs, the services being provided, and the recipients of these services – **all to support compliance with Proposition 26 and Proposition 218.**

The end products will include a user-friendly Microsoft Excel-based model, which City staff will retain, and can be easily updated to add or remove services and/or costs, input budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

We will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds models utilizing Excel, from the ground up, employing the City's budget as the gauge. This model, which is then the City's to retain, gives City staff the control to make on-the-fly adjustments and updates.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project.

Key distinct advantages that Willdan brings to the City include the following:

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and **conducting our analysis and developing the models collaboratively with City staff**. With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities.

The model will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

This model is then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these studies is presenting results and recommendations in a straightforward manner, which allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include.

After the project is complete, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs and provide projections of revenue from fee programs.

Project Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles.

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly.

Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff “buys in” to the fee study approach and results.

User Fee Study Approach

Our approach to preparing the user fee study and documentation for City of San Fernando includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees.

Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the “Case Study Method” examines the tasks, steps and City staff involved in providing a particular ‘unit’ of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers.

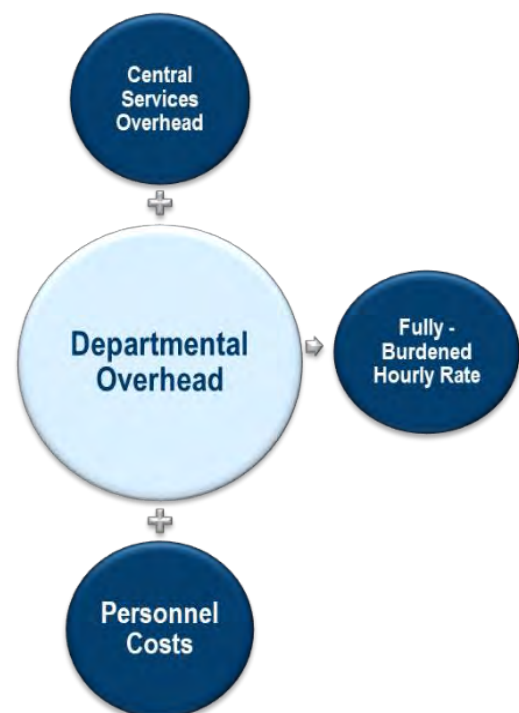
1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated. This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.



Work Plan

Our proposed work plan, described in detail by task, is provided below. We explain how each task will be accomplished and identify associated meetings and deliverables. We will work in concert with the City to adjust the scope as needed during the course of the study.

Task 1: Initial Document Request	
Objective:	Initial due diligence; obtain study-related data.
Description:	<p>Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be updated during the interviews described in Task 4.</p> <p>We will request information, data sets, documentation on current fees and fee programs, activity levels, and budget and staffing information related specifically to programs and activities that have associated fees, and for which the City has this level of detail.</p>
Deliverables:	<p>Willdan: Submit information request to City.</p> <p>City: Provide requested data to Willdan (prior to Task 2, Kick-off Meeting/Refine Scope). We will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.</p>
Task 2: Kick-off / Refine Project Requirements, Objectives and Scope	
Objective:	Confirm goals and objectives for the study. Identify and discuss policy issues typically raised, address gaps in data, and refine appropriate existing or new fee categories (based on Task 3).
Description:	<p>Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.</p> <p>During this discussion, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.</p>
Meetings:	One (1) project kick-off call/web meeting to initiate the project, discuss data needs, and address policy issues.
Deliverables:	<p>Willdan: 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).</p> <p>City: 1) Provide further data needs; and 2) determine/introduce City's project manager.</p>
Task 3: Develop Comprehensive Fee Model and Overhead Allocation Factors	
Objective:	Develop and test fee model and incorporate overhead factors for fully burdened hourly rate calculations.
Description:	<p>This task involves the development of the model ultimately used to calculate fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 4. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.</p> <p>We will utilize the data from the City's current User Fee Study to determine the appropriate indirect cost factors to apply to personnel rates, to develop fully burdened hourly rates. These rates will serve as a basis for calculating the full cost of providing services.</p> <p>Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. This information will be obtained directly from the City and incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.</p>

The model will provide an allocation of administrative and overhead costs to fee related activities, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

Meetings: Web meeting with the City to discuss preliminary model and overhead and hourly rate calculations.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 4: Time Survey Interviews and On-site or Virtual Information Gathering

Objective: Meet with City staff to revise previous study time surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the time survey, we will attend on-site or virtual meetings with staff coordinated by the City's designated project manager.

The Willdan Team will conduct interviews with managers, as well as other staff, as deemed appropriate and/or necessary, to understand the processes and staffing involved in delivering fee-based City services and determine the average time required by City staff to provide each of the services.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels.

This will allow Willdan and City staff to review the draft full cost recovery fees and adjust any times as necessary once all information has been updated and input into the fee model. We will schedule the interviews with City staff to minimize any disruption to their normal workflow.

Meetings: One and a half (1.5) business days of meetings/staff interviews

Deliverables: **Willdan and City:** Updated time surveys and draft full cost recovery fees.

Task 5: Data Analysis and Final Fee Schedule

Objective: Incorporate information obtained from surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting.

Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs and suggest potential areas where fees could be collected where they are not currently.

We will provide the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees.

We will begin the discussion of subsidies and fee-setting, and the implementation of policy and political objectives. We will provide guidance based upon our recent experience as to policy factors and approaches used by other similar cities.

Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

The user fee data analysis and model development can be completed in three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: Web meetings and/or conference calls, as necessary, to gather additional input, complete analysis and finalize fee schedule.

Deliverables: Final user fee model for the City Council presentation and discussion.

Task 6: Common Fees Comparison	
Objective:	Examine up to five (5) comparable cities/agencies in Los Angeles County, or jurisdictions that are similar in either geography or profile to the City of San Fernando.
Description:	<p>We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.</p> <p>Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.</p>
Deliverables:	Willdan: Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 7: Prepare and Present Draft Results and Report, Conduct Presentations	
Objective:	Prepare and present draft results and report.
Description:	<p>This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy-to-understand tables. Individual fee summaries and a comprehensive fee schedule will be included. The draft report will include the following:</p> <ul style="list-style-type: none"> ▪ Key results and findings; ▪ Current and recommended fees and charges; ▪ Basic descriptions of each service; ▪ The full cost of each service and current cost recovery levels; ▪ Fee recommendations with associated levels of cost recovery; ▪ Projections of potential fee revenue (as data allows); ▪ As appropriate, recommended alternative methodology for building permit fee calculation; and ▪ Summary and recommendations. <p>The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.</p>
Meetings:	One (1) web meeting or conference call with the City staff, to present draft results address questions and receive feedback.
Deliverables:	<p>Willdan: Draft report for City review and comment.</p> <p>City: Review of draft report, with comments and edits.</p>

Task 8: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption	
Objective:	Review of draft report and fee model.
Description:	<p>The goal of this task is to conduct an in-depth review of the draft report, incorporate feedback and changes as a result of previous discussions and meetings, and arrive at an optimum fee report. During this task, we will finalize the actual fee levels, with consideration given to policy and current practices.</p> <p>Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best and will have incorporated those changes in the modeling and report. Comments usually revolve around issues of:</p>

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments and feedback from City staff on the draft report, we will prepare the final report for presentation to the City Council.

Meetings: Two (2) web meetings to review the model and finalize cost recovery levels.

Deliverables: Draft report, revised draft /final report.

Task 9: Prepare and Present Final Report/Instruct Staff on Model

Objective: Prepare and present final report to City Council. Instruct staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) conference call/web meeting with City staff to present results, one (1) meeting with City Council to present the results and adopt the updated fee schedule, and if necessary, one (1) Committee Meeting or Council Study Session to precede the City Council meeting.

Deliverables: Provide the final report and models. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will be provided.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of San Fernando assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Cost Proposal

Willdan proposes a **not-to-exceed fixed fee of \$23,500** to conduct a User Fee Study on behalf of the City of San Fernando. Please note the following.

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the User Fee Study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the study.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Hourly Rates

Our current hourly labor rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President / Director	Chris Fisher	\$250
Managing Principal		\$240
Principal Consultant	Tony Thrasher Bob Quaid	\$210
Senior Project Manager		\$185
Project Manager		\$165
Senior Project Analyst	Priti Patel	\$135
Senior Analyst		\$125
Analyst II		\$110
Analyst I		\$100

We appreciate this opportunity to continue to serve the City of San Fernando and look forward to hearing from you. If you have any questions regarding this proposal, please contact me at (951) 587-3530 or via email at TThrasher@Willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Tony Thrasher
Principal Consultant



2022
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Cost Allocation Plan)
(Parties: Willdan Financial Services and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 16th day of March, 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Willdan Financial Services, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services to provide special services and advice on financial, economic, accounting, legal or administrative matters; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY.

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

I.
ENGAGEMENT TERMS

1.1 **TERM:** This Agreement shall have a term commencing from the Effective Date through March 16, 2025 (hereinafter, the "Term"). The CITY has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 **SCOPE OF WORK:**

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Cost Allocation Plan", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Technical Proposal in Response to Request for Proposal – Cost Allocation Plan" (hereinafter, the "CONSULTANT Proposal") dated February 16, 2022. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency

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between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the "Fee Proposal", (hereinafter, the "COMPENSATION RATE") and incorporated hereto as **Exhibit "C"**. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the sum of **Twenty Four Thousand Five Hundred Dollars (\$24,500)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work,

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the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

II.**PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates the Director of Finance (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Chris Fisher, Director / Vice President – Group Manager, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

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- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
 - E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Chris Fisher – Group Manager, Bob Quaid – Principal Consultant, Tony Thrasher – Senior Project Manager and Priti Patel – Senior Analyst.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an

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

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than

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- A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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IV.**INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and

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losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

V.**TERMINATION**

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

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

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a

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

B. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

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

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

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

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

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

VI.

MISCELLANEOUS PROVISIONS

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

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by

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CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

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

CONSULTANT:

Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590
Attn: Chris Fisher
Phone: (951) 587-3500

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Finance Department
Phone: (818) 898-1212

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

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

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

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

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or

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- person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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- 6.18 **INCONSISTENCIES OR CONFLICTS**: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 **ENTIRE AGREEMENT**: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **FORCE MAJEURE**: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to 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 three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative 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 City Representative such delay is justified. The City Representative'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.
- 6.21 **COUNTERPARTS**: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

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Cost Allocation Plan

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

CITY OF SAN FERNANDO:

DocuSigned by:
By: Nick Kimball
1041FC9C27C7499...
Nick Kimball
City Manager

Date: 03/16/2022 | 8:55 PM PDT

APPROVED AS TO FORM:

DocuSigned by:
By: Richard Padilla
9E6768364A9F4FC...
Richard Padilla
City Attorney

Date: 03/16/2022 | 1:27 PM PDT

WILLDAN FINANCIAL SERVICES:

DocuSigned by:
By: Chris Fisher
4EC38735A5334A5...

Name: Chris Fisher

Title: Vice President

Date: 03/16/2022 | 1:21 PM PDT

PROFESSIONAL SERVICES AGREEMENT

Cost Allocation Plan

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EXHIBIT "A"
CITY REQUEST FOR PROPOSAL

~~October 16, 2023 Regular CC Mtg~~

City of San Fernando Finance Department RFP
January 19, 2022

REQUEST FOR PROPOSALS



The Finance Department is requesting proposals for:

Cost Allocation Plan

RELEASE DATE: January 19, 2022

RESPONSE DUE: February 18, 2022

GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced professional services firm to provide a cost allocation plan for a three (3) year term with two (2) optional one (1) year extensions, commencing in FY 2021-22. The required services and performance conditions are described in the Scope of Work.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government comprised of six departments including, a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 133.65 full-time equivalent employees from a total Adopted Budget for fiscal year 2021-2022 of \$62.7 million, which includes a General Fund budget of \$22.5 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide a cost allocation plan. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING FIRMS

1. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

2. Questions/Clarifications

Please direct any questions regarding this RFP to Sonia Garcia, Interim Director of Finance, via e-mail at sgarcia@sfcity.org. Questions must be received by 5:00 p.m. on **Tuesday, February 8, 2022**. All questions received prior to the deadline will be collected and responses will be emailed by **Friday, February 11, 2022**.

3. Submission of Bid Proposals

One original and two copies of the proposal must be submitted to the FINANCE DEPARTMENT, located in CITY HALL, 117 Macneil Street, San Fernando, California, 91340, in a sealed envelope no later than **5:00 p.m. on Friday, February 18, 2022**. In addition, one electronic copy of proposal must be submitted via email to Sonia Garcia at sgarcia@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – Cost Allocation Plan." Electronic copy of proposal must also be received no later than 5:00 p.m. on Friday, February 18, 2022. Any proposals received after stated time will not be accepted.

4. Withdrawal of Proposals

A firm may withdraw its proposal at any time prior to the Friday, February 18, 2022 due date by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

5. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- a) Make the selection based on its sole discretion;
- b) Reject any and all proposals without prejudice;
- c) Issue subsequent Requests for Proposal;
- d) Postpone opening for its own convenience;
- e) Remedy technical errors in the Request of Proposal process;
- f) Approve or disapprove the use of particular sub-contractors;
- g) Negotiate with any, all, or none of the prospective firms;
- h) Solicit best and final offers from all or some of the prospective firms;
- i) Accept other than the lowest offer; and/or
- j) Waive informalities and irregularities in the proposal process.

6. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

7. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

Project tasks shall include, but are not necessarily limited to, the following. If the firm feels that additional tasks are warranted, they must be clearly identified in the firm's proposal.

Required Services:

1. Cost Allocation Plan

- a) Prepare the City's Full Cost-Cost Allocation Plan and Federal OMB A-87 Cost Allocation Plan, which may include the following:
 - Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Cost Allocation Plan to ensure that the current plan is both accurate and appropriate to the City's needs.
 - Meet with City staff and conduct interviews as needed to gain an understanding of the City's practices and operations.
 - Identify data required from the City to provide an accurate Plan.
- b) Prepare a final report and provide three bound copies, one unbound copy, and one electronic copy (in PDF format) of the plan that can be made available electronically to City staff and the Public.
- c) Update the plan annually and maintain accurate records of all correspondence, work papers, and other relative evidence during the contract period.

2. General

- a) The respondent may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.
- b) The successful respondent shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five years after delivery of the required reports, unless notified in writing by the City of the need to extend the retention period. The respondent further agrees to allow City staff to review such documents upon written request at any time during the retention period.

QUESTIONNAIRE

Company and General Information

1. Company name and address.
2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

Qualifications and Experience of the Firm

1. Describe your firm's history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
2. What is the primary business of the parent company and/or affiliates?
3. Which office(s) of your organization will have primary responsibility for managing the Cost Allocation Plan?
4. What is your firm's experience preparing full cost and OMB A-87 Cost Allocation Plans? Identify the Plans prepared by your firm in the last five years. Include the type of plan prepared (Full cost, OMB A-87, etc.)
5. Comment on other areas that may make your firm different from your competitors.

Qualifications and Experience of Proposed Project Team

1. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement.
2. Identify and provide the resume(s) of the personnel who will be assigned to this project.

Questions/Response to Scope of Services

1. Describe the methods by which your firm will fulfill the Cost Allocation Plan services requested under **Scope of Services** (#1). In responding to the Scope of Service, please be thorough in describing your firm's methodology for developing a Cost Allocation Plan and how your firm will address all services identified in the Scope of this request.
2. Provide a statement of the service(s) that differentiate your firm from other respondents.

Fees (Please provide three copies in separate envelope marked fees)

Provide your fees for the proposed service.

The fee for year one should include preparation of the Cost Allocation Plan. The fee for year two through five should only include the update of the Plan.

Outline billing and payment expectations, including timing and method of payment.
Describe any remaining fees not already detailed above.

References

1. A list of the municipal agencies for which the respondent has prepared a Cost Allocation Plan within the past three years. Provide the following information for three projects that are similar in size and scope to the project requested by this proposal:
 - a) Name, address, and telephone number of the agency
 - b) Time period for the project
 - c) Brief description of the scope of the review
 - d) Recommended procedures
 - e) Reference contact name and telephone number

Implementations

Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

Certificates(s) of Insurance

The City will require the successful proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits.

PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

1. Cover page
2. Table of contents
3. Executive summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.

4. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

5. Attachments

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **three years, with options for two one-year extensions at the City's discretion.**

SCHEDULE FOR SELECTION

RFP Release Date:	Wednesday, January 19, 2022
Deadline for submittal of Questions:	Tuesday, February 8, 2022
Response to Questions:	Friday, February 11, 2022
Deadline for submittal of Proposal:	Friday, February 18, 2022
Interviews (if necessary):	Week of February 21, 2022
City Council Review & Approval:	Monday, March 7, 2022

This schedule is tentative and subject to change at the City's sole discretion.

METHOD OF SELECTION AND NOTICES

The Interim Director of Finance will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Prospective Firms must submit one digital copy of their proposal via email.
2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

4. Include a *Qualifications of the Firm* Section

This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

5. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

6. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

7. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

PROFESSIONAL SERVICES AGREEMENT

Cost Allocation Plan

EXHIBIT "B"
CONSULTANT PROPOSAL

City of San Fernando

Proposal

Cost Allocation Plan





Company & General Information

Items 1 – 3

February 16, 2022

Ms. Sonia Garcia
Interim Director of Finance/City Treasurer
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Re: Technical Proposal in Response to Request for Proposal – Cost Allocation Plan

Dear Ms. Garcia;

Due to the extended shutdown of much of the economy as a result of the Covid-19 outbreak, now more than ever municipalities are challenged with doing more with less. **Accounting for indirect overhead support to operating groups, revenue funds and enterprises is a key component of developing the fully burdened cost of providing services that policymakers need to clearly understand as they make cost recovery and fee-setting decisions. In addition, well-supported fully burdened personnel rates can be used for state and federal reimbursements.** Recognizing this, the City of San Fernando ("City") is requesting proposals for a Cost Allocation Plan ("CAP").

Experience with the City of San Fernando — Willdan Financial Services ("Willdan") is privileged to have a history of working successfully with the City of San Fernando. The project team included within this proposal prepared the previous Cost Allocation Plan and User Fee Study. We also provide annual administration of the City's Landscaping and Lighting District. We will bring this same level of professionalism and expertise to this proposed engagement. Our knowledge of the City, and our relationships with Staff, will allow us to effectively gather data and information and clarify questions. **We will leverage our knowledge of the City of San Fernando operations and key staff and utilize the existing model that we developed in the original study, to facilitate this study in a cost-effective and efficient manner; focusing less time on data gathering, and more on analysis, resulting in lower project cost and a higher value.**

Extensive Regional Experience with Similar Work and Tested Approach — Willdan has worked recently with numerous cities in and around the Southern California region on similar projects, with objectives very similar to those for this study. **Our local experience enables us to bring valuable perspective and insight into other local cities and agencies approaches to fees and their policies on cost allocation.** Recent studies include the Cities of Arcadia, Fontana, Chino Hills, Murrieta, Indian Wells, Palm Desert, Twentynine Palms, Pomona, and Claremont, with ongoing studies in Rosemead, Cudahy, El Monte, Irvine, and West Hollywood, and the Housing Authority of the County of San Bernardino.

To demonstrate this experience highlighted below are the following advantages that Willdan would bring to the City:

Unique Combination of Services and Expertise/Public Engagement — Willdan is a team of almost 80 professionals who provide essential financial consulting services throughout the United States. Willdan has provided the requested services to municipal clients for two decades; and is the only firm providing these types of consulting services that also **has a long history of providing contract staff support to public agencies for the delivery of municipal services.** This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery.

Our Cost Allocation methodologies and models have been recently reviewed and approved by the US Army and the US Department of Housing and Urban Development, providing evidence of our thorough and defensible approach to the development of Cost Allocation strategies and fully burdened personnel rates for grant reimbursement.

Collaborative Approach and User-friendly Models and Reports — Willdan prides itself on working closely with City Staff to develop an approach that is targeted toward your specific objectives and accounts for your reality.

We create user-friendly Excel-based models that the City can retain and **conduct our analysis and develop the model collaboratively with City Staff.** Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the City's budget format wherever possible.

Our Cost Allocation Model is straightforward and intuitive and includes both the full-cost and OMB-cost approaches in one streamlined presentation. The data and analysis is contained in one model, with a simple toggle to switch from one approach to the other.

As a result, ***the information contained in our models is easy for City Staff to interpret, and the familiar software ensures ease of navigation.*** This also allows for easy on-the-fly adjustments and updates, inclusion of updated budgets, or changes in organizational structure

Our model and project approach are geared toward delivering work on schedule and presenting results at public meetings and City Council workshops. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

Our objective is to provide useful, detailed information to the City Council and City Staff, so that they have the information necessary to make important decisions. Our experience ensures that we can meet this objective. Whether policymakers are considering subsidizing or increasing fees, the process may be subject to public discussion among City Council members and community stakeholders.

Due to restrictions in place for Covid-19, in person meetings have been replaced by online, virtual meetings. We have utilized virtual meetings for years to facilitate quick, on-demand meetings with clients. During the pandemic our capability to continue projects with clients never slowed down, and we have had great success shifting meetings that we would typically have in person to virtual meeting spaces. Should these restrictions loosen sufficiently to allow for in-person meetings, and at the City's request, we can change them to in-person meetings.

I, Chris Fisher, will serve as the Primary Contact person for this proposal; as an officer of the firm, I am authorized to bind Willdan Financial Services. My contact information is provided in the table below:

Contact Information
Principal-in-Charge
Chris Fisher Director / Vice President 27368 Via Industria, Suite 200, Temecula, CA 92590 Tel#: (800) 755-6864 Email: CFisher@Willdan.com

We are excited about this opportunity to use our skills and expertise to assist the City of San Fernando once again.

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher
Director / Vice President



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City of San Fernando, CA

Executive Summary

Experience and Qualifications of the Firm

Firm History and Organizational Structure

Willdan Financial Services, a California Corporation, is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its communities.

A financially stable company, Willdan has approximately 1,500 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—**four of whom are committed to contribute their expertise throughout the duration of the City of San Fernando's Cost Allocation Plan engagement.**

We have solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, Willdan is leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.



WFS Office Locations

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Willdan Financial Services

Office Locations

Division Headquarters

27368 Via Industria, Suite 200, Temecula, California 92590 | Tel: (800) 755-6864 | Fax: (888) 326-6864

Aurora, CO 3190 S. Vaughn Way Suite 550, Office 523 Aurora, Colorado 80014 (303) 990-4616	Orlando, FL 200 South Orange Avenue Suite 1550 Orlando, Florida 32801 (407) 872-2467	Plano, TX 5500 Democracy Lane Suite 130 Plano, Texas 75024 (972) 378-6588
Oakland, CA 66 Franklin Street Suite 300 Oakland, California 94607 (510) 832-0899	Phoenix, AZ 1440 E. Missouri Ave Suite C-170 Phoenix, Arizona 85014 (602) 870-7600	Washington, DC 1025 Connecticut Ave. NW Suite 1000 Washington, DC 20036 (202) 510-0511

City of San Fernando, CA

Employee Structure

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Employee Structure	
Title	Count
President & CEO	1
Vice President – Group Director	2
Vice President	3
Assistant Director	3
Principal Consultant	11
Project Manager	14
Analyst	33
Analyst Assistant	6
Administration	6

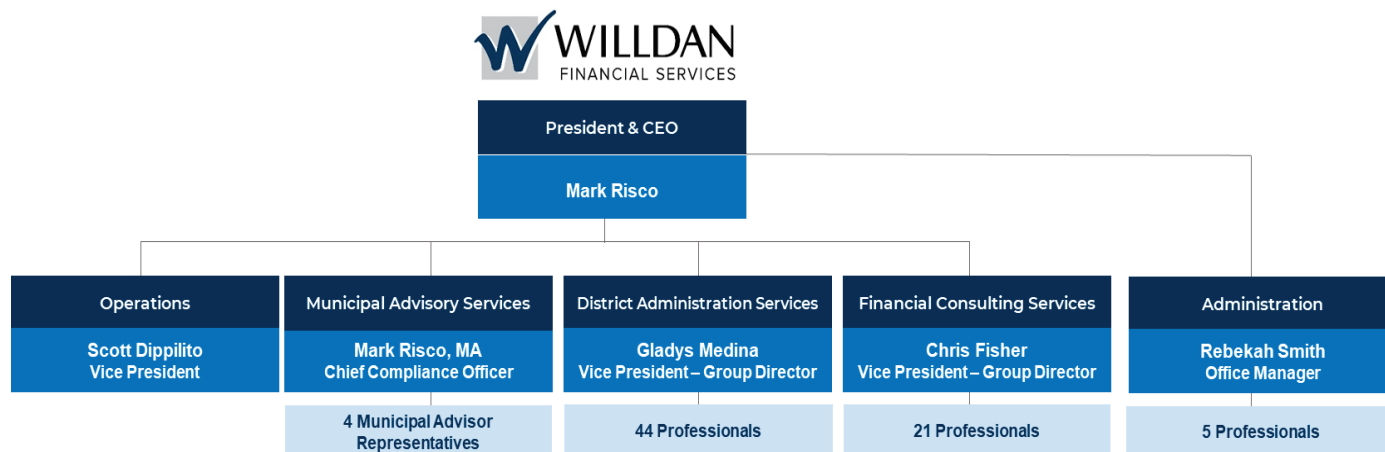
Slate of Officers

The following table includes the slate of officers for Willdan Financial Services.

Willdan Financial Services		
Slate of Officers		
Thomas D. Brisbin Chairman of the Board	Mark J. Risco President and CEO	Creighton K. Early Chief Financial Officer
Chris Fisher Vice President / Director	Gladys Medina Vice President / Director	
Dan Jackson Vice President	Jeff McGarvey Vice President	Scott Dippolito Vice President
Kate Nguyen Secretary	Rebekah Smith Assistant Secretary	Cathy Steele Assistant Secretary

Organizational Chart

The organization chart located below represents Willdan Financials Services' reporting structure, including the operating groups and the responsible manager.



City of San Fernando, CA

Primary Business

Our staff supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services:

Willdan Financial Services

Services Provided

- User fee studies;
- Cost allocation plan studies;
- Utility rate and cost of service studies;
- Real estate economic analysis;
- Municipal advisory services;
- District administration services;
- Property tax audits;
- Economic development strategic plans;
- Development impact fee establishment and analysis;
- Tax increment finance district formation and amendment;
- Feasibility studies;
- Housing development and implementation strategies;
- Arbitrage and continuing disclosure services;
- Debt issuance support; and
- Long-term financial plans and cash flow modeling.

Primary Engagement Office

City of San Fernando

Engagement Office

Willdan Financial Services

27368 Via Industria, Suite 200, Temecula, CA 92590

Tel#: (951) 587-3500 | Email: CFisher@Willdan.com

Firm's Experience

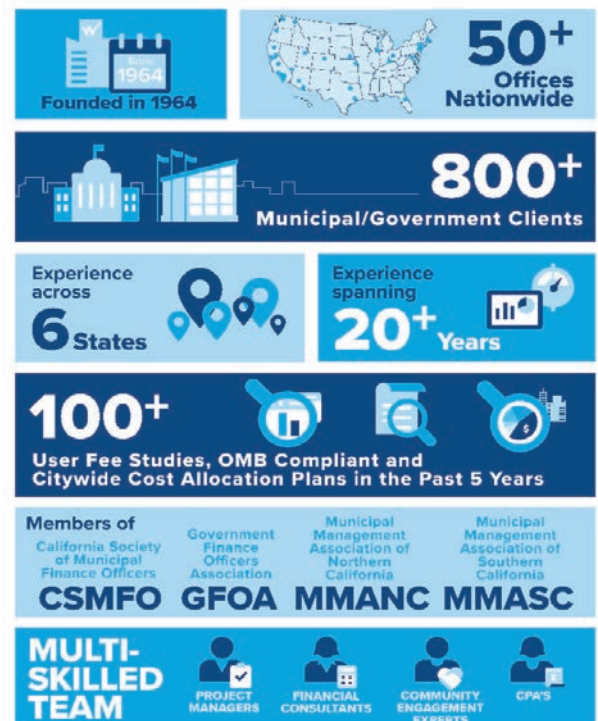
Professional Expertise

Willdan Financial Services has provided fee study services to municipal clients for over 20 years; and has prepared user fee studies, cost allocation plans, and OMB compliant cost allocation plans for clients throughout the United States. Willdan's proven and successful track-record conducting user fee studies and cost allocation plan services for public agencies dates to 1998. Since that time, we have developed the expertise to successfully integrate this service into the Financial Consulting Services group's primary functions.

Willdan has extensive experience with a range of fee studies and the typical pros, cons, and challenges, both in implementation and management. Willdan will bring its expertise to the City's process of considering financial, practical, and policy issues in deciding on its future fee program.

Willdan is a team of professionals who provide essential financial consulting services throughout the USA. Our direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement.



City of San Fernando, CA

Cost Allocation Plans and User Fee Studies Prepared

Provided in the table below, is a list of the public agencies in which similar services are currently in progress, or have been completed, in the previous five years.

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	Project Description
City of Apple Valley, CA	Cost Allocation Plan and OMB Compliant Plan
City of Arcadia, CA	Cost Allocation Plan OMB Compliant Plan, and Comprehensive User Fee Study
City of Aurora, CO	Cost Allocation Plan and Comprehensive User Fee Study
City of Barstow, CA	Cost Allocation Plan and OMB Compliant Plan
City of Bedford, TX	Cost Allocation Plan
City of Bellflower, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Benicia, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Brighton, CO	Cost Allocation Plan and OMB Compliant Plan
City of Chino, CA	Comprehensive User Fee Study, Cost Allocation Plan and Indirect Cost Rate Studies
City of Chino Hills, CA	Cost Allocation Plan and Comprehensive User Fee Study, and Updates
City of Claremont, CA	Cost Allocation Plan and User Fee Study
City of Clermont, FL	Comprehensive User Fee Study
City of Coalinga, CA	User Fee and Rate Study
City of Colton, CA	User Fee Study
City of Commerce City, CO	User Fee Study and Development Impact Fee Study
City of Coppell, TX	Full Cost Allocation Plan
City of Cudahy, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of DeSoto, TX	Comprehensive User Fee Study
City of Dinuba, CA	Cost Allocation Plan, OMB Compliant Plan and Comprehensive User Fee Study for Building, Planning & Engineering Services
City of El Centro, CA	Comprehensive User Fee Study
City of El Cerrito, CA	Cost Allocation Plan and Community Development Department User Fee Study
City of El Monte, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Eastvale, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Encinitas, CA	Development Services User Fee Study and Cost Allocation Plan
City of Escondido, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Fillmore, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study

City of San Fernando, CA

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	Project Description
City of Fountain Hills, AZ	Comprehensive User Fee Study
City of Fontana, CA	Building & Safety User Fee Study
City of Fullerton, CA	Community Development Department User Fee Study
City of Georgetown, TX	Cost Allocation Plan
City of Gilroy, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Goleta, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Hayward, CA	Comprehensive Master User Fee Study, Full Cost Allocation Plan, and updates, and Rental Inspection Program Fee Analysis
City of Hollister, CA	User Fee Study
City of Indian Wells, CA	Comprehensive User Fee Study
City of Irvine, CA	Overhead Cost Allocation, OMB Compliant Plan, Comprehensive User Fee Study and Building & Safety Fee Update
City of Irwindale, CA	Cost Allocation Plan, User Fee Study and Development Impact Fee Study
City of Kingsburg, CA	Cost Allocation Plan
City of La Puente, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Laguna Hills, CA	Comprehensive User Fee Study and Cost Allocation Plan Update
City of Lake Elsinore, CA	User Fee Study, Cost Allocation Plan, OMB Compliant Plan and Updates
City of Lomita, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Analysis
City of Los Altos, CA	Cost Allocation Study, OMB Compliant Plan, and Comprehensive User Fee Study
City of Los Angeles, CA	Building & Safety User Fee Study
City of Los Banos, CA	Full Cost Allocation Study, OMB Compliant Plan, and Comprehensive User Fee Study
City of Lynwood, CA	User Fee Study and Cost Allocation Plan, and Updates
City of Manteca, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Mesquite, TX	Cost Allocation Plan and OMB Compliant Plan
City of Mission Viejo, CA	Comprehensive User Fee Study and Cost Allocation Plan, and Updates
City of Missouri City, TX	Full and OMB Compliant Cost Allocation Plan and User Fee Study
City of Montebello, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Parks Recreation Fee Study
City of Monterey Park, CA	Cost Allocation Plan and User Fee Study, and Updates
City of Monterey, CA	Cost Allocation Plan and Indirect Cost Rate
City of Murrieta, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan and Updates
City of Napa, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan

City of San Fernando, CA

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	Project Description
City of National City, CA	Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study
City of Oroville, CA	Cost Allocation Plan and OMB Compliant Plan
City of Oviedo, FL	Cost Allocation Plan
City of Palm Desert, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of Patterson, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Petaluma, CA	Cost Allocation Plan, User Fee Study, CIP Admin Rate & Work Order Rate Analysis, Hourly Overhead Rates, and ISF Allocation Study, and Updates
City of Pittsburg, CA	User Fee Study and Cost Allocation Plan
City of Pomona, CA	Master Fee Schedule Update and Development Impact Fee Review
City of Rocklin, CA	User Fee Study
City of Richmond, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Rosemead, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of St. Helena, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Salinas, CA	Full Cost Allocation Plan and Comprehensive Fee Study
City of San Anselmo, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of San Bruno, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of San Dimas, CA	Cost Allocation Plan and Comprehensive User Fee Study
City of San Fernando, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study, and Updates
City of San Jacinto, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of San Luis, AZ	Cost Allocation Plan
City of San Marcos, CA	Cost Allocation Plan and Indirect Cost Rate Studies
City of Santa Ana, CA	User Fee Study
City of Santa Cruz, CA	Citywide Overhead Cost Allocation Plan, Santa Cruz Library Cost Allocation Plan, and Fleet and Facility Services Cost Allocation Plan
City of Signal Hill, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of Soledad, CA	User Fee Study
City of Stanton, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of Surprise, AZ	Full Cost Allocation Plan
City of Tamarac, FL	Building & Safety Department User Fee Study
City of Tustin, CA	Comprehensive User Fee Study

City of San Fernando, CA

Five Year Cost Allocation Plan and User Fee Study Experience	
Client	Project Description
City of Twentynine Palms, CA	Comprehensive User Fee Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Upland, CA	Cost Allocation Plan, Hourly Rate Study and Comprehensive User Fee Study
City of Watsonville, CA	Comprehensive User Fee and Rate Study, Cost Allocation Plan, and OMB Compliant Plan, and Updates
City of West Hollywood, CA	Cost Allocation Plan and User Fee Study
City of West Sacramento, CA	Cost Allocation Plan, OMB Compliant Plan, and Comprehensive User Fee Study
City of Yucaipa, CA	Comprehensive User Fee and Rate Study, Full Cost Allocation Plan, and OMB Compliant Plan
County of Mono, CA	Comprehensive User Fee Study
County of Placer, CA	Land Development Fee Study
County of San Benito, CA	Comprehensive User Fee Study and Development Impact Fee Study
Housing Authority of the County of San Bernardino, CA	Cost Allocation Plan and Updates
Kentuckiana Works, KY	OMB Cost Allocation Plan and Updates
Placer County Water Authority	Cost Allocation Plan
Town of Paradise Valley, AZ	Planning and Engineering Services Fee Study
Town of San Anselmo, CA	Full Cost Allocation Plan and Comprehensive User Fee Study
Town of Sunnyvale, TX	Comprehensive User Fee Study

Firm Distinctiveness

Willdan is the only firm providing these types of consulting services that also have a long history of providing contract staff support to public agencies for the delivery of municipal services.

Project Dedication

Willdan has assembled a project team of four (4) subject matter experts within the Financial Consulting Services group, to conduct the City of San Fernando Cost Allocation Plan study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

The proposed project team members prepared the City of San Fernando's current Cost Allocation Plan and User Fee Study. As previously stated, the Willdan team will leverage our knowledge of the City's operations to facilitate this study in a cost-effective and efficient manner, focusing less time on data gathering and more on analysis and realistic strategies, providing a higher value.

The Financial Consulting Services group is made up of over 20 professionals who can be called upon as needed; we are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Staff Continuity

Mr. Fisher has been assigned to serve as the City's representative; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

It is important to note that Mr. Fisher has been with Willdan for more than 22 years, ensuring the City of San Fernando of continuity and dedication in staffing during the completion of the project.

City of San Fernando, CA

Qualifications of the Proposed Project Team

Proposed Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement.

We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Project Roles

City of San Fernando Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
Chris Fisher	Principal-in-Charge	<ul style="list-style-type: none"> Technical guidance; Project oversight; Quality assurance & control; and Meeting and presentation attendance.
Tony Thrasher	Project Manager	<ul style="list-style-type: none"> Task oversight; Model development; Produce key elements of the analyses; Responsible for project deliverables; Report evaluation; and Meeting and presentation attendance.
Priti Patel	Senior Financial Analyst	<ul style="list-style-type: none"> Collect, interpret, and analyze key data; Assistance with model development; and Report preparation.
Robert Quaid	Quality Assurance / Technical Advisor	<ul style="list-style-type: none"> Third party reviewer; and Report evaluation.

Resumes

Resumes for Willdan's project team are presented on the following pages.

City of San Fernando, CA

Chris Fisher

Principal-in-Charge

Education

San Francisco State
University, Bachelor of
Science, Finance

Areas of Expertise

Cost of Service
Analyses

Multi-disciplinary Team
Management

Special District
Formations

Client Presentations

Proposition 218

Affiliations

California Society of
Municipal Finance
Officers

Municipal Management
Association of
Northern California

California Municipal
Treasurers Association

22 Years' Experience

Mr. Chris Fisher, Vice President and Group Manager of Willdan's Financial Consulting Services group, will serve as Principal-in-Charge for the City of San Fernando project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Texas, Arizona, Colorado, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

Related Experience

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher served as the principal-in-charge for the City's cost allocation plan, OMB compliant plan and comprehensive user fee study engagement.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council. ***The City of Irvine has recently re-engaged, through competitive bid, Willdan to complete an updated Cost Allocation Plan and User Fee Study.***

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher is the principal-in-charge for the ongoing full cost allocation plan and user fee study. Willdan's work includes the gathering of necessary data and information, interviews with City Staff to identify overhead support services and how they are used and interviews to gather information related to fee-based services. We are also developing financial models to calculate overhead allocations and personnel rates and the full cost of services for which fees are charged. We are working with Staff to finalize cost recovery targets, prepare reports and present the results.

City of Murrieta, CA — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Fisher served as the project manager on the City's fee study. The primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds. ***The City has recently re-engaged Willdan to conduct an update to both studies.***

City of Laguna Hills, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees.

City of Signal Hill, CA — Cost Allocation Plan and User Fee Study: As principal-in-charge, Mr. Fisher oversaw the development and review of a Full and OMB compliant cost allocation study and a comprehensive user fee and rate study for the City's master list of fees.

City of Indian Wells, CA — User Fee Study: Mr. Fisher was the principal-in-charge for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. Our team gathered and confirmed data, met with City Staff to discuss the City's overhead support structure and how operating activities use and benefit from overhead support services. We conducted interviews to gather information related to fee-based services to be used in calculating the full cost of providing services. We developed financial models to calculate overhead allocations and the full cost of services and worked with Staff to develop fee-setting recommendations. We prepared reports and presented the results and met with the development community to address their questions about the study's methodology and results.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Fisher served as project manager for the project team and provided oversight for this thorough and intensive study for the City of Petaluma. ***The City has hired Willdan for multiple updates since we completed the original study.***

City of San Fernando, CA

*C. Fisher**Resume Continued*

City of Hayward, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher served as the project manager for the City's full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study. He worked with the City and Willdan staff to gather the necessary data and is overseeing Willdan's development of the cost allocation model. The City has a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure and includes provision for several Internal Service Funds.

City of Belmont, CA — Master Fee Study and Cost Allocation Refinement: Mr. Fisher served as the project manager for Willdan's work with the City of Belmont and the Belmont Fire Protection District's. Willdan completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District.

City of Pittsburg, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher provided policy guidance and quality assurance to the City's update and development of a comprehensive user fee study for the development of a master user fee and rate schedule and a cost allocation plan to recover overhead costs related to central service activities.

City of Salinas, CA — Comprehensive Fee Study and Full Cost Allocation Plan: Mr. Fisher served as the project manager for the City of Salinas engagement, to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities and gather necessary information to update fees.

City of Aurora, CO — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Fisher is serving as the principal-in-charge for the City's ongoing cost allocation and comprehensive user fee study.

City of Bedford, TX — Cost Allocation Plan: Mr. Fisher is serving as the principal-in-charge for the City's ongoing Cost Allocation Plan study.

City of Mesquite, TX — Cost Allocation Plan: Mr. Fisher was the principal-in-charge for the City's Cost Allocation Plan study.

City of Missouri City, TX — Comprehensive User Fee Study and Cost Allocation Plan: Mr. Fisher served as the principal-in-charge for the City's User Fee Study and Cost Allocation Plan.

City of DeSoto, TX — User Fee Study: Mr. Fisher served as the principal-in-charge for City's Comprehensive User Fee Study.

City of Tamarac, FL — User Fee Study: Mr. Fisher is serving as the principal-in-charge for City's Fee Study. He is overseeing the development of the analysis and financial model, providing technical guidance and quality control.

City of Clermont, FL — User Fee Study: Mr. Fisher is serving as the principal-in-charge for City's Comprehensive Fee Study.

City of San Fernando, CA

Tony Thrasher

Project Manager

Education

Bachelor of Science
in Economics;
California State
Polytechnic University,
Pomona

Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for
User Fees and Rates

District Administration
Services

Utility Rate Studies

12 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as Project Manager for the City's engagement. Mr. Thrasher is a Senior Project Manager within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher was the project manager for the City's cost allocation plan, OMB compliant plan and comprehensive user fee study engagement.

City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study: Serving as the project's project manager and lead analyst, Mr. Thrasher oversaw the development of the model and led analytical efforts; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments. ***The City of Irvine has recently re-engaged, through competitive bid, Willdan to conduct a Cost Allocation Plan and User Fee Study.***

City of Mission Viejo, CA — Cost Allocation Plan and User Fee Study: Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is the technical project manager for the City's Cost Allocation Plan and Comprehensive User Fee Study. He is working directly with the City contact throughout the engagement.

City of Monterey, CA — Cost Allocation Plan: Mr. Thrasher is the technical project manager for the City of Monterey Cost Allocation Plan engagement and updates. He is assisting in the development of the City's general overhead allocation plan, whereby he applies his expertise on alternative allocation methods.

City of Richmond, CA — Cost Allocation Plan & User Fee Study: Mr. Thrasher is serving as the project manager for the City of Richmond's fee study.

City of Hayward, CA — Cost Allocation Plan and User Fee Study: For this project, Mr. Thrasher provided analytical support, and was largely responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures, and generating reports.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Thrasher provided analytical support for this engagement. His primary duties were to work with City staff to gather data, provide assistance to the project manager, and produce reports.

City of Salinas, CA — Full Cost Allocation Plan and Comprehensive Fee Study: Mr. Thrasher provided analytical support for the City of Salinas OMB A-87-compliant full cost allocation plan and comprehensive fee study engagement. He worked closely with City staff to gather and analyze data to produce reports, participated in multiple meetings, and assisted the City appointed Project Manager in the adoption of the new fees.

City of Indian Wells, CA — User Fee Study: Mr. Thrasher served as the technical project manager for the City's Administrative, Building, Planning and Public Works Departments. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs cost recovery levels.

City of San Fernando, CA

*T. Thrasher**Resume Continued*

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is currently serving as the technical project manager for the City's full cost allocation plan and user fee study. He is directly responsible for the creation of both models for the study, gathering and verification of the data, managing the analysts working to support him and presenting results to the City.

City of Aurora, CO — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Mr. Thrasher is serving as the project manager for the City's ongoing cost allocation and comprehensive user fee study.

City of Mesquite, TX — Cost Allocation Plan: Mr. Thrasher was the technical project manager for City's Cost Allocation Study. He was directly involved in the preparation of the model and reports, and in the delivery of results to the City.

City of Missouri City, TX — Comprehensive User Fee Study and Cost Allocation Plan: Mr. Thrasher was the technical project manager for City's Fee Study, Mr. Thrasher oversaw two analysts and was heavily involved in the analysis, development of models, preparation of reports and delivery of results.

City of DeSoto, TX — User Fee Study: Mr. Thrasher served as the technical project manager for City's Comprehensive User Fee Study. He led the collection and validation of data, development of model and report. He met with City Staff to understand their structure, processes, and costs, and presented results to both Staff and elected officials.

Town of Sunnyvale, TX — User Fee Study: Mr. Thrasher served as the Technical Project Manager for the Town of Sunnyvale User Fee Study engagement. Full cost calculations were developed for each fee analyzed in the user fee study. The report included the methodology and suggested fees for the fees the Town wished to analyze.

City of Surprise, AZ — Cost Allocation Plan: Mr. Thrasher served as the technical project manager for the 2017 Cost Allocation Plan to identify the City's costs related to rendering internal central support services, and the allocation of those costs to operating departments.

Kentuckiana Works, KY — Cost Allocation Plan: Mr. Thrasher is serving as the technical project manager for Kentuckiana Works Cost Allocation Plan. This is an ongoing project.

City of Tamarac, FL — User Fee Study: Mr. Thrasher is currently working with the City of Tamarac on the City's Comprehensive Building and Safety User Fee Study, in the capacity of Project Manager. He is managing the entire project from data gathering, to presentation of results, including development of the financial model and analysis, preparation of the report, presentation of results to the City, and recommendations for fee setting strategies.

City of Clermont, FL — User Fee Study: Mr. Thrasher is serving as the project manager for City's Comprehensive Fee Study.

Priti Patel

Senior Financial Analyst

Education

*Bachelor of Arts;
Business
Management,
Information Systems
and
International Business,
University of Cincinnati*

Ms. Priti Patel is a Senior Analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts.

Coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation are just some of Ms. Patel's duties. With these duties, she interacts with clients on a regular basis.

Areas of Expertise

Cost Allocation Plans

User Fee Studies

Proposition 218

Ms. Patel joined Willdan as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research, and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies.

8 Years' Experience

Related Experience

City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Ms. Patel provided support to senior team members in the preparation of a cost allocation plan, OMB compliant plan and comprehensive user fee study.

City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Providing analytical support in the preparation of a cost allocation plan and comprehensive fee study, Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of National City, CA — Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study:

Ms. Patel provided analytical support in the preparation of this study, her primary duties included development of the models, finalizing model figures and results, and generating reports.

City of Indian Wells, CA — User Fee Study: Ms. Patel served as the analyst for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. She led the analytical efforts by developing the User Fee model and report and gathering and evaluating the data necessary for the study. She also participated in the on-site interviews with Staff to discuss service delivery processes.

City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.

City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Ms. Patel is assigned as the analyst to the City of Palm Desert's full cost allocation plan and user fee study. She supports the project manager by gathering necessary data, preparing the initial draft models and reports, and working directly with City Staff to refine and update results during review iterations.

Rainbow Municipal Water District, CA — Cost Allocation Plan and OMB Compliant Plan:

Ms. Patel provided analytical support to ensure that the District's Cost Allocation Plan and OMB compliant cost allocation model and plan fairly allocated general and administrative overhead service costs to appropriate activities and departments.

City of Lake Elsinore, CA — User Fee Study and Cost Allocation Plan: Ms. Patel provided analytical support and gathering budget and allocation basis data for this engagement.

City of San Fernando, CA

*P. Patel**Resume Continued*

City of Monterey, CA — Cost Allocation Plan: Ms. Patel is serving as the financial analyst for the Monterey Cost Allocation Plan and updates. In this role she is responsible for obtaining updated information and data, reviewing overhead structure and functions, and preparing the updated model and report. ***The City originally hired Willdan for the creation of the first Cost Allocation Plan and has hired us for multiple updates since then.***

City of Richmond, CA — Cost Allocation Plan & User Fee Study: Ms. Patel is the financial analyst on the City of Richmond's ongoing User Fee Study and Cost Allocation Plan. She is assisting the project manager with gathering and validation of data, development of the models and related analysis, staff interviews and preparation of reports and presentations.

City of Pittsburg, CA — Cost Allocation Plan and User Fee Study: Ms. Patel was assigned to aid senior project team members on the Pittsburg Cost Allocation Plan and User Fee Study engagement. She will be a technical lead for the gathering of data, creation of the models and preparation of study reports and presentations. ***The City hired Willdan for two subsequent updates.***

City of Aurora, CO — Cost Allocation & OMB Compliant Plan and Comprehensive User Fee Study: Ms. Patel is serving as the lead financial analyst for the City's ongoing cost allocation and comprehensive user fee study.

City of Bedford, TX — Cost Allocation Plan: Ms. Patel is serving as the analyst assigned to the City's ongoing Cost Allocation Plan study.

City of DeSoto, TX — User Fee Study: Ms. Patel served as the senior financial analyst for City's Comprehensive User Fee Study.

City of Missouri City, TX — Comprehensive User Fee Study and Cost Allocation Plan: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study.

City of Tamarac, FL — User Fee Study: Ms. Patel is the assigned financial analyst on the City of Tamarac Comprehensive Building and Safety User Fee Study. She is providing direct support in the completion of financial analysis, gathering and verification of data and information, preparation of documentation and clarifications and follow-up questions.

City of Clermont, FL – User Fee Study: Ms. Patel is serving as the financial analyst for City's Comprehensive Fee Study.

Kentuckiana Works, KY — Cost Allocation Plan: Ms. Patel is the financial analyst assigned to the Kentuckiana Works Cost Allocation Plan engagement.

City of San Fernando, CA

Robert Quaid

Quality Assurance/Technical Advisor

Education

Bachelor of Science,
University of Southern
California

With his 35 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Areas of Expertise

Fiscal Analysis for User
Fees and Rates

Cost Allocation Plans

Acquisition Audit
Services

Statutory Financial
Reporting

Fund Audits

Quality Review of
Community Facilities,
Lighting & Landscaping,
and Assessment
Districts

Affiliations

California Society of
Municipal Finance
Officers

California Society of
CPAs

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

Related Experience

City of Thousand Oaks, CA — Cost Allocation Plan: Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects: For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

City of Cathedral City, CA — Comprehensive User Fee Study: Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Mr. Quaid has provided Quality Assurance and Quality Control to multiple clients. Provided below are a few examples of clients in which services have been provided in the previous three years.

Certifications/ Licenses
Certified Public
Accountant

35 Years' Experience

- City of Aurora, CO
- City of Bedford, TX
- City of Belmont, CA
- City of Cerritos, CA
- City of Claremont, CA
- City of Coalinga, CA
- City of DeSoto, TX
- City of El Cerrito, CA
- City of Galt, CA
- City of Hayward, CA
- City of Indian Wells, CA
- City of Mesquite, TX
- City of Missouri City, TX
- City of Monterey, CA
- City of Petaluma, CA
- City of Rocklin, CA
- City of St. Helena, CA
- City of San Fernando, CA
- City of San Bruno, CA
- Sacramento Public Library, CA
- City of Salinas, CA
- City of Union City, CA
- City of Watsonville, CA
- City of Yucaipa, CA

City of San Fernando, CA

Questions/Response to Scope of Services

Project Understanding

Willdan is confident that we can meet the City of San Fernando's request for services for a Cost Allocation Plan. Over the past several years, many public agencies have responsibly focused on the many challenges created by the prior recession and the Covid pandemic. Through the course of reorganizing staff functions and departments, shifting resources, implementation of new processes and/or new software, and/or reducing staff, it is important to continually revisit the manner and methodology by which indirect overhead costs are distributed to the operating departments and, as appropriate, other chargeable funds and programs (e.g., enterprise funds, grant programs, capital programs internal service funds, etc.).

The City needs a cost allocation plan that will ensure the fair and equitable allocation of internal service costs to appropriate external-facing operations such as: enterprises, special revenue funds, departments, and programs, while utilizing tailored and well thought out allocation factors that reflect current staffing and processes.

We will prepare a full CAP, as well as a CAP that will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

The end-product will include a user-friendly Excel-based model which City Staff will retain, and which can be easily updated in the future to determine the proper allocation of expenditures. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

The purpose of this engagement is to update the CAP methodology and model that ensures the City is properly allocating costs associated with indirect overhead support services, such as Accounting, Finance, Purchasing, Human Resources, among others, to identified operating departments, as well as enterprise and other chargeable funds, internal service funds, and projects; to ensure that those organizations can account for the true cost of providing services, including indirect overhead.

Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds models utilizing Excel, from the ground up, employing the City's budget as the gauge. This model, which is then the City's to retain, gives City Staff the control to make on-the-fly adjustments and updates.

Through this analysis, we will also develop updated Indirect Cost Rates (fully burdened staff rates) for specific purposes and hourly overhead rates for staff in general. We will work closely with City Staff in identifying the functions of indirect staff and the proper balance of appropriate allocation factors for the City. To achieve cost recovery objectives, the City must have a method of identifying and distributing administrative overhead costs that is fair, comprehensive, well documented, and defensible. This cost allocation plan will enable the City to achieve this goal.

For this study, we will meet directly with departmental representatives at the City, to discuss the approach and process for the study. Discussions will include ways to combine tasks and efforts among the Cost Allocation Plan components to maximize efficiencies and ensure adherence to specified timelines.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City and the relationships between the central and operating departments, as well as internal service funds, or other programs or projects to which overhead can be defensibly allocated.

We will review the City's existing plans and structure, to ensure that general government costs are fairly and equitably allocated to the appropriate programs and funds. This effort will ensure that each enterprise and program bears its fair share of general governmental expenses.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and City Council workshops. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion.

City of San Fernando, CA

Our proposed project team for this engagement have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information to the Council and City Staff, necessary to make important decisions. Our experience ensures that we can meet this objective.

User Friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and **conducting our analysis and developing the model collaboratively with City Staff**. With City staff's immediate input and collaboration, Willdan will design an extremely flexible, intuitive Excel-based model. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the model will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we will design our model to match your immediate and desired needs to ensure that end-results exceed staff expectations.

This model is then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these types of studies are presenting results and recommendations in a straightforward manner, that allows the City Council and City Staff to confidently make policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our model from the ground up, as previously discussed, mirroring the City's budget format wherever possible.

The model will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

As a result, the information contained in our model is easy for City Staff to interpret, and the familiar software ensures ease of navigation. As the model is being designed and constructed, we will work together with City Staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that your staff can independently and efficiently evaluate the effects of changes in certain factors as the City moves forward.

Cost Allocation Plan Methodology

Study Approach

The purpose of this cost allocation plan engagement is to ensure that the City is maximizing the allowable recovery of indirect overhead costs from identified operating departments, as well as enterprise and other chargeable funds. A sound cost allocation plan is also a foundational element in the development of internal hourly rates, including position billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City so that the City has a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible.

We will work collaboratively with City Staff in the development of this model to verify that our assumptions are sound and accurate, given specific City characteristics. Further, we will ensure that appropriate allocation factors are selected for various City functions and enterprises to ensure that the overall allocation strategy is tailored for the City of San Fernando.

Cost allocation studies should be simple in concept and form. Our plans are not over-complicated, can be easily understood by non-finance-oriented individuals, and are readily presentable to elected officials, appointed finance committees and the public.

We deliberately design our cost allocation models to quickly and easily transition from a simple model to a progressively more inclusive plan. The logical step-by-step presentation of our plans fosters confidence in their results and facilitates adoption and implementation.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed. Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach. A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

Effective Project Management

Principal-in-Charge, Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City Staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary). By taking these steps, he will be responsible for ensuring that Willdan will be accessible and fully engaged with your management and staff; and that communication remains, in effect, open throughout the project's lifecycle — another essential step towards avoiding errors and irregularities.

Adherence to Time Schedule

Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontrollable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City. In so doing, we are able to produce a corrected timeline that will bring the project back on course to a successful completion by a mutually agreed upon deadline.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency. We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism. Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Regular updates can be provided by:

- E-mail
(creation of a dedicated distribution list)
- Phone calls
- Project status memos
- Meetings
- Zoom or WebEx Conference Calls
- Using "timelines" as a highly effective tool to meet all required deadlines in a timely manner to keep the project on schedule

City of San Fernando, CA

Work Plan

Our proposed work plan, described in detail by task, is provided below. We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust the scope as needed during the course of the study.

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Cost Allocation Plan

Task 1: Initial Document Request

Objective: Initial due diligence.

Description: Prior to project kick-off, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development.

Our request may include (but is not limited to):

- Detailed budget and accounting data;
- Prior year's financial data, salary, position and staffing data;
- Organizational structure; and
- Data related to various allocation bases that may be incorporated as part of the methodology, i.e., City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

Deliverables: **Willdan:** Submit information request to City.

City: Provide requested data to Willdan (prior to Task 2, Kick-off/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

Task 2: Kick-off / Refine Scope

Objective: Confirm project goals and objectives. Identify and discuss policy issues related to the study.

Description: Willdan will identify and discuss policy issues typically raised by these studies, discuss any operational changes, and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review.

We will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule.

We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.

Meetings: One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues.

Deliverables: **Willdan:** If needed, a revised project scope and schedule.

City: Provide further data requirements and select / introduce City's project manager.

Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model

Objective: Gather information related to indirect staffing and functions. Prepare draft both full and OMB compliant cost allocation plan and model.

Description: This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities.

City of San Fernando, CA

This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs.

The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

The model and methodology will also produce indirect cost rates. These rates will be suitable for a variety of uses, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.

Meetings: Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

Task 4: Test and Review Cost Allocation Methodology

Objective: Test and review model and results with City.

Description: The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.

Meetings: One (1) online meeting and demonstration with City Staff to review the model.

Deliverables: **Willdan and City:** Draft cost allocation plan model review.

Task 5: Prepare and Present Draft Report

Objective: Prepare the draft cost allocation report.

Description: This task involves the draft report preparation. The report will include an executive summary, cost allocation plan's background, data and information sources utilized, model methodologies and calculation approaches, and results; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.

The draft report will provide a breakdown of allocations, showing both the allocating and receiving organizations, as well as a comparison between allocations calculated for this new CAP (full and OMB) and prior year allocations.

Meetings: One (1) online meeting to present the draft report to City Staff.

Deliverables: **Willdan:** Draft report for City review and input.

City: Review of draft report, with comments, and edits.

Task 6: Discuss and Revise Report

Objective: Review of draft report, cost distribution methods, and model.

Description: An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type.

Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; differences in allocations from previous years; and overhead costs' distribution methods.

City of San Fernando, CA

Our reports are structured to include both the full and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split.

Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.

Meetings: One (1) web meeting or conference call with City staff to review the report with changes and revisions.

Deliverables: Draft report, and revised draft/final report.

Task 7: Prepare and Present Final Report and Model

Objective: Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.

Meetings: One (1) meeting with the City Council to present the final plan.

We will also provide staff training on the operation and use of the model so it can be used in future years to prepare updates. We will also be available for questions following this training.

Deliverables: **Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD-ROM.

Annual Updates

Description: Annually, for the term of the agreement, the cost allocation plan model will be updated for CPI and other inflators as appropriate, new allocation bases data, routine changes in the mix of allocation bases used for distribution of overhead costs, and a new model and report provided. We will also discuss the overall effectiveness of the cost allocation plan over the prior year and determine changes or adjustments that may need to be made. Any changes beyond the update in costs would be beyond this scope and fee estimate and would need to be authorized at the time by the City.

Following the review, and appropriate updates, an updated report will be provided to City staff annually and presented to the City Council.

Meetings: One (1) conference call with City staff to review the prior year's cost allocation plan, and discuss changes to be implemented; and, as requested, one (1) meeting each year to present the updated report to City staff and the City Council.

Deliverables: **Willdan:** Provide the updated model electronically to the City, and bound, unbound and electronic copies of the updated annual report. Following a round of draft report comments from City staff, the final report and cost allocation model will be prepared and submitted to the City.

City Staff Support

To complete our tasks, we will need the cooperation of City of San Fernando Staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City Staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

City of San Fernando, CA

Statement of Differentiated Services

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of San Fernando; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

Project Management Approach

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model.

Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections.

If necessary, changes in approach or strategy will be discussed with City staff, to meet the needs of the City of San Fernando. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management

				
Define the project	Plan the project	Manage the project	Review the project	Communicate the project
<ul style="list-style-type: none"> Identify the project scope, set objectives, list potential constraints, document assumptions. Define a course of action and develop an effective communication plan. Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects. 	<ul style="list-style-type: none"> Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. Pre-schedule quality control meetings with project team to maintain the progressive motion of the project. 	<ul style="list-style-type: none"> Manage the execution of the project. Direct existing and upcoming project tasks. Control and monitor work in progress. Provide feedback to client and project team. Identify and resolve deviances from project timeline. 	<ul style="list-style-type: none"> Review all work product and deliverables. Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. Procure executive officer level review. 	<ul style="list-style-type: none"> Communicate with the client regarding work status and progress. Ensure client is in receipt of regular status updates. Schedule regular conference calls to touch base. Inform client of roadblocks, work outside of projected scope.

City of San Fernando, CA

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	Chris Fisher	<ul style="list-style-type: none"> Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; Emphasize quality in every phase of work; Ensure efficient use of resources; Establish a consistent and uniform approach to the services performed; and Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Chris Fisher, Tony Thrasher, & Robert Quaid	<ul style="list-style-type: none"> Contract deliverables; Specific quality control procedures; Special quality control emphasis; Budget and manpower requirements; Overall project schedule and budget; and Project documentation requirements;

City of San Fernando, CA

References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City of San Fernando. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

City of Chino Hills, CA

Full Cost Allocation Plan and Comprehensive User Fee Study

The City of Chino Hills engaged Willdan to complete a comprehensive Cost Allocation Plan and Comprehensive User Fee Study. Willdan staff met with City staff to verify the City's objectives for the study, independently gathered most of the necessary data for the development of the CAP model and methodology and worked directly with City staff to gather additional detail or clarify information where necessary. We worked City staff to understand the various functions served by indirect staff in various City departments, and which operating departments or funds they served. We worked directly with City staff to develop and verify allocation bases and make adjustments through several iterations of the CAP model, as necessary.

We developed a cost-of-service analysis and model that updated existing fees and incorporated new fees and used it to create an updated comprehensive fee schedule.

Willdan is currently providing an update to the User Fee Study and Cost Allocation Plan.

Client Contact: Ms. Christa Buhagiar, Finance Director
14000 City Center Drive, Chino Hills, CA 91709
Tel #: (909) 364-2642 | Email: cbuhagiar@chinohills.org

Project Dates: May 2018 – Ongoing

City of Arcadia, CA

Comprehensive User Fee Study and Full Cost Allocation Plan

Willdan prepared a Cost Allocation Plan, OMB Compliant Cost Allocation Plan, and User Fee Study for the City of Arcadia. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. This portion of the project involved the development of two models: a full Cost Allocation Plan and an OMB compliant Cost Allocation Plan. The OMB compliant Plan was developed using the same model, utilizing a toggle to remove previously flagged costs that would not be allocable under OMB guidelines.

Utilizing the full CAP, Willdan completed the comprehensive user fee study. Willdan completed both studies concurrently, in a manner that fully identifies and takes into account direct and indirect costs, along with changes in staffing, structure, and methods of service delivery.

Client Contact: Ms. Laena Shakarian, Management Analyst
240 West Huntington, Arcadia, CA 91007
Tel #: (626) 574-5434 | Email: ishakarian@ArcadiaCA.gov

Project Dates: December 2019 – May 2021

City of El Monte, CA

Full & OMB Compliant Cost Allocation Plan, Comprehensive User Fee Study and Development Impact Fee Study

Willdan completed a full cost allocation plan, OMB compliant cost allocation plan, comprehensive user fee study, along with a development impact fee study for the City of El Monte. The Willdan team worked with City staff to gather the necessary data to develop the cost allocation model. Our primary objective for the cost allocation study update was to ensure that general government costs are fairly and equitably allocated to appropriate programs and funds, based on tailored and well thought out allocation factors. The Cost Allocation Plan was also created to develop OMB compliant overhead allocations and indirect rates. Willdan reviewed and analyzed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the City's fee schedule for which fees were not currently being charged. We developed a cost-of-service analysis and model that updated existing fees and incorporated new fees and used it to create an updated comprehensive fee schedule.

Willdan also prepared a facility rental fee analysis and filming fee study for the City.

Client Contact: Mr. Steven Wright, Consultant
11333 Valley Boulevard, El Monte, CA 91731
Tel #: (626) 826-4695 | Email: swright@interwestgrp.com

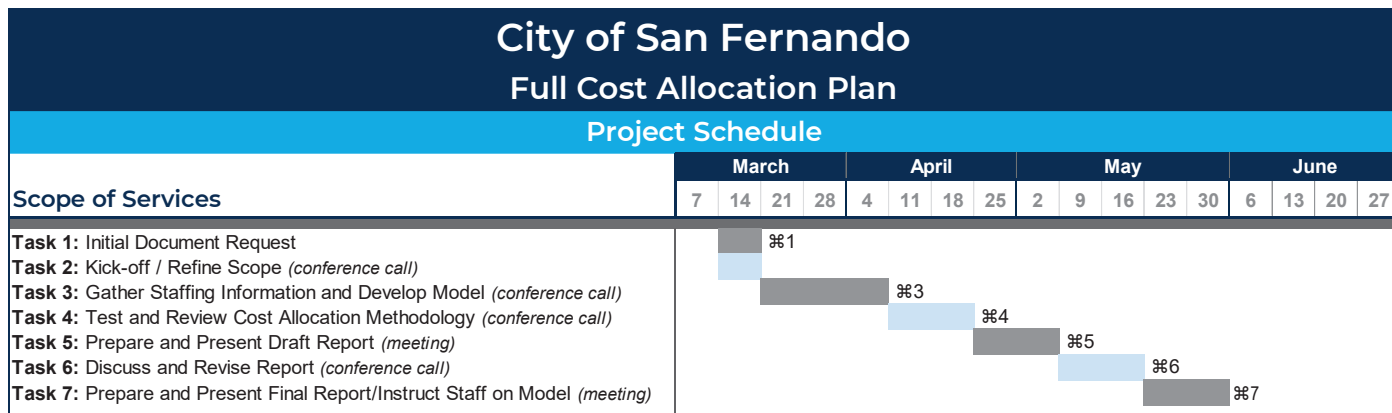
Project Dates: October 2019 – June 2021

City of San Fernando, CA

Implementation

Project Schedule

Willdan understands that time is of the essence for the City to begin this engagement. The proposed schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on this schedule.



Deliverables:

☞1: Information Request

☞2: Revised Project Scope and Schedule *(if needed)*

☞3: User-friendly Model in Microsoft Excel

☞4: Draft Cost Allocation Plan Model Review

☞5: Draft Report

☞6: Revised Draft Report/Final Report

☞7: Final Report – Hard and Electronic Copies

City of San Fernando, CA

Certificate of Insurance

Provided below is the current certificate of insurance for the City of San Fernando Cost Allocation Plan. With a rating of A+XV, Willdan maintains insurance from top-rated companies.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 11/03/2021															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																			
PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA			CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																
INSURED Willdan Financial Services 27368 Via Industria Suite 200 Temecula, CA 92590 USA			<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Cas Co of America	25674	INSURER B: The Travelers Indemnity Co of CT	25682	INSURER C: Lexington Insurance Company	19437	INSURER D:		INSURER E:		INSURER F:	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Comprehensive User Fee Study and Cost Allocation Plan. The City of San Fernando, The City Council and City's elected and appointed officials, officers, employees and volunteers are included as Additional Insured with respect to the General Liability policy; and granted a Waiver of Subrogation for General Liability, Automobile Liability and Workers' Compensation policies in accordance with the policy provisions. SIR applies per the policy terms and conditions of the Professional Liability policy.																			
CERTIFICATE HOLDER				CANCELLATION															
City of San Fernando Attn: City Clerk's Department 117 MacNeil Street San Fernando CA 91340 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>															

Holder Identifier : ACDG

Certificate No : 570090179443



27368 Via Industria, Suite 200
Temecula, CA 92590-4856
951.587.3500 | 800.755.6864 | fax: 951.587.3510

www.willdan.com

PROFESSIONAL SERVICES AGREEMENT

Cost Allocation Plan

EXHIBIT "C"
FEE SCHEDULE

City of San Fernando

Proposal

Cost Allocation Plan





February 16, 2022

Ms. Sonia Garcia
Interim Director of Finance/City Treasurer
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Re: Fee Proposal in Response to Request for Proposal – Cost Allocation Plan

Dear Ms. Garcia;

Willdan Financial Services ("Willdan") is pleased to present the following Fee Proposal to the City of San Fernando ("City") to provide a Cost Allocation Plan. This submission reflects our understanding of the City's Request for Proposal (RFP).

Willdan is excited about this opportunity to serve the City of San Fernando. To discuss any aspect of our technical and/or fee proposal, please contact me directly at (951) 587-3528 or via e-mail at CFisher@Willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in blue ink, appearing to read 'Chris Fisher', written over a light blue horizontal line.

Chris Fisher
Director / Vice President

City of San Fernando, CA

Fee Proposal

Willdan Financial Services ("Willdan") proposes a **not-to-exceed fixed fee of \$9,500** for the Full Initial Cost Allocation Plan. **The Cost Allocation Plan annual updates have not been included in the not-to-exceed fixed fee.** The table below provide a breakdown of the fee to complete each study by task and project team member.

Initial Cost Allocation Plan

The table below provides a breakdown of the initial Cost Allocation Plan study fee by task and project team member.

City of San Fernando Full Cost Allocation Plan						
Fee Proposal						
	C. Fisher Principal-in- Charge	T. Thrasher Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 250	\$ 185	\$ 125	\$ 210	Hours	Cost
Scope of Services						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 310
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	310
Task 3: Gather Staffing Information & Develop Cost Allocation Plan Model	-	4.0	16.0	-	20.0	2,740
Task 4: Test and Review Cost Allocation Methodology	-	4.0	8.0	-	12.0	1,740
Task 5: Prepare and Present Draft Report	1.0	4.0	8.0	1.0	14.0	2,200
Task 6: Discuss and Revise Report	1.0	2.0	4.0	1.0	8.0	1,330
Task 7: Prepare and Present Final Report/Instruct Staff on Model	-	2.0	4.0	-	6.0	870
Total – Cost Allocation Plan	2.0	18.0	42.0	2.0	64.0	\$ 9,500

Annual Updates

Based on our outlined Work Plan for Cost Allocation Plan services, we propose an annual **not-to-exceed fee of \$3,750**.

Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services or meetings may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Group Manager	Chris Fisher	\$250
Principal Consultant	Bob Quaid	\$210
Senior Project Manager	Tony Thrasher	\$185
Senior Analyst	Priti Patel	\$125



27368 Via Industria, Suite 200
Temecula, CA 92590-4856
951.587.3500 | 800.755.6864 | fax: 951.587.3510

www.willdan.com

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: October 16, 2023

Subject: Consideration to Approve an Agreement with Paymentus Corporation for Online Payment Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an agreement with Paymentus Corporation for electronic payment services (Attachment "A" – Contract No. 2206); and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. Currently, the City provides water and sewer utility customers with the option to pay utility bills in person at City Hall, by mail, by direct debit from a checking account or via drop box. Only cash, checks, and debit cards are accepted for payment. Credit cards are not accepted forms of payment.
2. On June 20, 2023, the City Council adopted the Fiscal Year (FY) 2023-2024 Budget, which included in the Finance Department Work Plan the objective to identify a utility payment software solution to provide residents with expanded payment options for credit card and online payments.

ANALYSIS:

Offering a variety of bill payment options is important to ensure accessibility, financial inclusion, and convenience to residents, as well as to support financial stability. Customers have different preferences when it comes to how they want to pay their bills. While some may prefer traditional methods like checks, others prefer online payments, mobile apps, or automatic deductions.

Consideration to Approve an Agreement with Paymentus Corporation for Online Payment Services

Page 2 of 3

Diverse options ensures that customers can choose the method that is most convenient for them, which can also help reduce the likelihood of late payments. This is in line with the City Council's Strategic Goal I.3. to "improve the City's use of technology to enhance customer service, work more efficiently and make it easier to conduct business with the City, improve transparency, and increase community access to broadband."

While the initial objective was to implement online payment processing in tandem with transitioning the City's accounting/enterprise resource planning (ERP) system, which is scheduled to be decommissioned by December 2024, this project was fast-tracked as a standalone product to avoid further undue delay to end-users. Specifications were thereafter developed for a cloud-based solution with:

1. The ability to integrate into the current financial system;
2. The ability to integrate with short-listed future replacement financial systems;
3. High-level back-end reporting functionality; and
4. Enhanced contactless point-of-sale (POS) hardware solutions for future cashier terminal upgrades (e.g. Tap-to-Pay, Apple Pay, Google Wallet, etc.).

After conducting extensive research on a platform for electronic bill payment, Staff identified Paymentus Corporation as the preferred vendor to provide these services.

Staff requests the approval of the proposed Master Services Agreement with Paymentus for online payment services in accordance with Section 2-801 of the San Fernando Municipal Code, which limits bidding requirements for software services due to difficulty comparing products and proprietary/compatible services, which make standard competitive solicitation procedures challenging. Software comes in various forms, ranging from simple applications to complex, integrated systems, which challenge standard procedures in evaluating quality, reliability, and long-term support. To mitigate these challenges, Section 2-801 enables Staff to instead use a combination of demonstrations, proofs of concept, and engage in detailed discussions with vendors and other municipalities to better understand technology solutions to carefully match the unique needs of our City with the best product.

Services with Paymentus Corporation.

Paymentus is a leading provider of cloud-based bill payment technology and solutions. With over than 1,300 customers across utilities, financial services, insurance, government, telecommunications and healthcare industries, the Paymentus platform provides an easy-to-use, flexible and secure electronic bill payment experience through a variety of payment channels and types. This secure and reliable provider will offer the City a streamlined and payment card industry (PCI) compliant approach to accepting payments. The proposed contract with Paymentus will initially be used for utility payments with an opportunity to expand to other City service areas in the future.

Consideration to Approve an Agreement with Paymentus Corporation for Online Payment Services

Page 3 of 3

The agreement with Paymentus will be for an initial two (2) years with three (3) one-year options. Paymentus' offers flat transaction pricing which includes: process integration, training, telecommunications, security, licensing and 24/7 live customer support. Paymentus also offers a toll free telephone number for automated interactive voice response (IVR) phone step-by-step based payments in English and Spanish at no additional cost to the City.

Staff is also looking to upgrade the City's financial system in the near future, which will include a new utility billing platform. Paymentus is able to integrate to a variety of software systems with no interruption to existing payment processing. Staff will also be seeking to convert current POS terminals for in-person transactions to accept contactless payments for which Paymentus offers with a variety of hardware solutions.

BUDGET IMPACT:

Paymentus' proposal offers no implementation fees and a per transaction cost of \$2.25 for card payments and \$1.00 for E-check/ACH fees which will be absorbed as a cost of doing business. It is anticipated that the online bill pay rate will grow as customers become aware of this payment option. In turn, costs are expected to fluctuate on an annual basis.

The City Council Adopted Budget for Fiscal Year 2023-2024 includes revenues for Water Fees at \$5.4 million (070-3810-0000) & Sewer Fees at \$4.1 million (072-3745-0000). With integration impacting only utility payments for half of the fiscal year, sufficient funds are projected in the adopted budget to cover costs. Future annual costs for the remainder of the service agreement will be incorporated in subsequent year budgets.

CONCLUSION:

It is recommended that the City Council approve a Master Services Agreement with Paymentus Corporation for online payment services.

ATTACHMENTS:

A. Contract No. 2206

MASTER SERVICES AGREEMENT

Client:	City of San Fernando (CA)
Client Address:	117 Macneil Street San Fernando, CA 91340
Contact for Notices to Client:	Erica Melton
Estimated Number of Yearly Payments:	6,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation, with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide, Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms, and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:

Schedule A: Paymentus Service Fee Schedule

Schedule B: Client Payment Data

Schedule C: Professional Services for Standard Implementation and Custom Integration

Schedule D: Statement of Work

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

Paymentus

GENERAL TERMS AND CONDITIONS

BY AND BETWEEN PAYMENTUS CORPORATION AND City of San Fernando (CA)

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Affiliates"** means (i) any entities that control, are controlled by, or are under common control with a Party [and (ii) who have entered into an Affiliate Letter substantially in the form of Schedule E].
- 1.2 **"Agent Dashboard"** means a web based portal that enables Client to manage and monitor its' customers' payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.
- 1.3 **"Agreement"** or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time, including the Signature Page, these General Terms and Conditions and all Schedules.
- 1.4 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.5 **"Custom Enhancement(s)"** means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work entered into by the Parties in which Client agrees to pay Professional Services Fees for the Work done in connection therewith.
- 1.6 **"Customer Information Files"** or **"CIF"** means a computerized file used by a company that stores all customer data such as the customer's personal and account information.
- 1.7 **"Custom Implementation"** means implementation of Client's Custom Integration and Custom Enhancements in accordance with the applicable SOW.
- 1.8 **"Custom Integration"** customization of the Platform to integrate with Client's billing system using non-standard file specifications

or application programming interfaces ("APIs") supported by Client's billing system

- 1.9 **"Effective Date"** has the meaning set forth on the signature page above, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.10 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.11 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.12 **"IPN"** or **"Instant Payment Network"**™ means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.13 **"Launch Date"** means the date on which Client completes the introduction to Users of all of the Services set forth on Schedule A or in any applicable SOW as of the Effective Date of this Agreement.
- 1.14 **"Minimum Monthly Commitment"** means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount, as set forth in Schedule A).
- 1.15 **"Non-Qualified Transaction"** means any payment where the Paymentus Fee is lower than the cost of processing such payment (including the cost of Third Party Fees).
- 1.16 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.17 **"Payment Amount"** means the amount of a Payment.

- 1.18 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.19 **"Paymentus Fee"** is the amount charged for the Services as set forth on Schedule A.
- 1.20 **"Platform"** is defined in Section 2.1.
- 1.21 **"Professional Services"** means the work to be performed for Client by Paymentus as described in the Statement of Work, which may be changed from time to time in accordance with the Change Order process described in the SOW.
- 1.22 **"Professional Services Fees"** means the fees charged for the Professional Services described on a Statement of Work.
- 1.23 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.24 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.2.1.
- 1.25 **"Standard Implementation"** means (i) the initial integration between the information systems of both parties so that Paymentus can receive Client's customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the creation of business rules to be applied to the acceptance of payments, all as further described in the applicable SOW or Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.
- 1.26 **"Statement of Work" or "SOW"** means the statement of work entered into between the Parties, which shall be substantially in the form attached as Schedule C, which is attached hereto and incorporated herein by reference.

- 1.27 **"System Availability"** means that date on which Paymentus notifies Client's that the Platform is ready process User data.
- 1.28 **"Term"** means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.
- 1.29 **"Third Party Fees"** is defined in Section 2.1 of this Agreement.
- 1.30 **"User"** means a Client customer who uses the Services to pay its Client bills.
- 1.31 **"Work" or "Work Product"** means the customizations that are performed by Paymentus as part of the Professional Services described in the SOW.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of all electronic bill payment and related services substantially similar to the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional and commercially reasonable manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice through the Agent Dashboard disclosing the terms, including any contracts or contract amendments, under which the Service

Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional material obligations on Client or Users, Client will have thirty (30) days after the date the notice is posted on the Agent Dashboard to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out in a timely manner, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and the Paymentus Service Fee (Schedule A) will be deemed amended to reflect changes in the Services and fees in connection with the Service Enhancements.

3 Compensation and Payment Terms

3.1 Implementation

3.1.1 Charge for Standard Implementation. Paymentus will charge the fees related to Standard Implementation that are set forth on the applicable Statement of Work.

3.1.2 Custom Implementation. If Client requests customizations during the implementation process, the SOW will contain an estimate of the amount of custom Work that will be required to be performed on a time and materials basis, which Work will be performed at a blended hourly rate set forth therein in accordance with the payment terms set forth in the SOW. If there are changes following the execution of the Statement of Work, the parties will follow the change order process detailed in the SOW. Custom implementation shall be billed as set forth in the SOW.

3.2 Paymentus Fee

3.2.1 Party to be charged the Paymentus Fee. The party to be charged the Paymentus Fee is identified on Schedule A.

3.2.1.1 Where the "User Box" is checked on Schedule A, User will be charged the Paymentus Fee.

3.2.1.2 If the "User Box" is not checked on Schedule A, Client will be charged the Paymentus Fee.

3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee ("Third Party Fees"), except for fees related to Reversed or Chargeback Transactions.

3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days

following the date of delivery by Paymentus' of prior written notice to Client due to one of the following:

3.2.3.1 Mistake in connection with the Fee Assumptions. A mistake by either of the parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment methods utilized by the Users or (c) the interchange rates applied to transactions.

3.2.3.2 Charges for Non-qualified Transactions. Client will be billed additional Paymentus Fees equal to **[2.85%]** of the Excess Payment Amount for each month.

3.2.3.3 Changes in Third Party Fees. Changes in the card or payment system rules, changes in payment processing fees or other changes in Third Party Fees that are outside of Paymentus' control that increase Paymentus' cost of processing transactions.

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Launch Date, and continuing on each anniversary of the Launch Date thereafter during the initial term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index, "U.S. City Average/All Items for All Urban Consumers (CPI-U) (1982-84 = 100)".

3.3 Payment Terms.

3.3.1 User Paid Invoices. When User pays the Paymentus Fees (as designated on Schedule A), User will pay the Paymentus Fees together with the corresponding Payment at the time of the transaction.

3.3.2 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees contained in the applicable invoice(s) within thirty (30) days from the invoice date ("Due Date"). To the extent that any portion of an invoice is disputed in good faith ("Disputed Amount"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of

the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("Invoice Dispute Notice"). The parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not disputed within thirty (30) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not timely paid shall be subject to interest from the Due Date at the higher of 18% per annum or the then current legal rate of interest.

4 Payment Processing

4.1 Integration with Client's Billing System

Paymentus will provide implementation services to Client in accordance with the terms of Schedule C, which is attached hereto and incorporated herein by reference.

4.2 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.3 Explicit User Confirmation

Paymentus will electronically confirm to the User the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged for the transaction, and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction.

4.4 Merchant Account

If described as part of implementation services in the applicable SOW, Paymentus will assist Client in setting up a merchant account directly with the Paymentus Authorized Processor for processing and settlement of transactions.

4.5 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its sole discretion, Paymentus may refuse to process any transaction that it reasonably believes is (i) submitted in violation of its

terms of use or (ii) necessary to protect Client, Users, itself or others from actual or potentially illegal, fraudulent or harmful activity.

4.6 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.7 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period, which period shall be designated by Client during the Standard Implementation process. Such standard reports are available through the Agent Dashboard.

5.2 User Adoption Communication by Client

Client will prominently communicate the Services as a primary payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including (i) on the face of bills, invoices and other notices; (ii) on any marketing or advertising materials that include payment options; (iii) if direct payments have been activated, by providing Interactive Voice Response ("IVR") and Web payment details prominently on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; (iv) if IVR payments have been activated, through Client's general IVR/Phone system; and (v) other channels or means available to Client or reasonably suggested by Paymentus.

Paymentus will provide Client with logos, graphics and other marketing materials solely for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor. Paymentus is not acting as an agent or fiduciary of the Client or its Users.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will fully cooperate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Maintaining throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

- (iii) Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).
- (iv) Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by Client. The CIF shall also identify customers by payment type.
- (v) Launching the Service within 30 days of System Availability. Paymentus will notify Client in writing of System Availability. Client will have five (5) days following such notification to confirm that there are no material defects in the System ("Testing Period"). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following final System Availability or (ii) 120 days following the Effective Date (as adjusted for any time required for Paymentus to cure applicable defects), Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.
- (vi) Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vii) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (viii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients' billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.
- (ix) Promptly provide Paymentus notice within a reasonable time (not to exceed 48 hours) if Client encounters a cyber-incident or a data security

breach which could reasonably be expected to compromise Paymentus data.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent such claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, employees, and Affiliates (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall (i) require the indemnified party's prior written consent, which consent will not be unreasonably conditioned, delayed or withheld and (ii) to the extent legally permitted, shall remain confidential.

6.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR

OTHERWISE OF ANY SERVICES OR ANY GOOD PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT, MORE THAN THE LESSER OF \$500,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provides the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in

accordance with the Notice Provisions of this Agreement and with reasonable details regarding the material breach. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' written notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. During any period between the date of the notice of non-renewal or termination, if applicable, and the termination date set forth therein, Client shall maintain transaction volumes materially consistent with historical usage of Paymentus' Platform. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

The parties agree that notwithstanding anything in this Agreement to the contrary, they will each abide by the terms of the Mutual Confidentiality Agreement or other mutual non-disclosure agreement signed by the parties in connection with the commencement of the negotiation of this Agreement ("NDA"), which NDA shall be incorporated herein by reference, with the exception that the Term of the NDA shall be extended from the Effective Date of the NDA for three years following the termination or earlier expiration of this Agreement (the Confidentiality Period). Furthermore, during the Confidentiality Period, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Except as required by law, Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) (applicable merchant processing, cash management, ACH origination, or kiosk agreements) above.

9. FOIA Requests

If a request for information is made to Client under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Paymentus, this Agreement or other information provided to Client before and after the Effective Date in connection with or pursuant to this Agreement, Client shall (i) promptly provide Paymentus written notice of (email shall suffice) such request (along with a copy of the request) so that Paymentus may seek, at Paymentus' sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation (at Paymentus' request and sole expense, including but not limited to Client's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

10. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

11. Miscellaneous

11.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

11.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the

signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein (or by electronic mail) may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

11.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

11.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

11.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

11.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is directly delayed, impaired or rendered impossible due to acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, floods, labor strikes, labor walk-outs, pandemics or other wide-scale health crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

11.9 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties. Paymentus may amend this Agreement as reasonably necessary to comply with laws, regulations or rules applicable to the Services provided under this Agreement.

11.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Client will make payments
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	\$2.25 per transaction for credit/debit cards. \$1.00 per transaction for e-check/ach
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Scheduled)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	\$2.25 per transaction for credit/debit cards. \$1.00 per transaction for e-check/ach

Note:

The parties have agreed to the following:

- A. Average Bill Amount: **[\$200.00]**
- B. Maximum Amount per Payment is **[\$500]**. Multiple payments may be made.
- C. Minimum Monthly Commitment: **[\$500]**
- D. Chargebacks and returned checks will be billed at **\$9.95** per item.
- E. Lane3000 Standard Terminal - **\$460 each**

Schedule B – Client Payment Data
[To be provided by Client]

**Schedule C – Professional Services
For Standard Implementation
And Custom Integration**

1. **Standard Implementation.** The parties agree that the Services are provided on a “platform as a service” basis, and not as a result of custom software development. Client will accept Paymentus’ proposed reasonable alternatives to achieve Client’s functional objectives within the limits of the Paymentus platform. Paymentus will charge no fees related to Standard Implementation.

1.1. **Integration Approach.** Standard Implementation of the Paymentus Platform may be achieved in one of two standard ways:

1.1.1 **Standalone System.** Paymentus will develop one (1) file format interface with Client’s billing system using Client’s existing text file format currently used to post payments to Client’s billing system. Client will be responsible for providing Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment-posting file can be emailed or downloaded from the Paymentus Agent Dashboard.

1.1.2 **Standard Integration with Client’s Billing System.** Alternatively, if Client chooses to have the Paymentus platform integrated with its billing system, Paymentus can provide standard integration services that Client can use to integrate its billing systems with the Paymentus platform (“Standard Integration”). Promptly following the execution of this Agreement, Paymentus will provide the standard specifications for integration to Client.

2. **Custom Implementation.** Upon request by Client, Paymentus can provide additional professional services to:

2.1.1 Customize the Platform to create Custom Enhancements) as clarified and agreed to in Schedule D - Statement of Work

2.1.2 Provide Custom Integration.

3. **Required Integration Points.** Based on Client’s use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points for both Standard and Custom Integrations:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Scheduled Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification- Audience File	Text File for customer engagement messages

4. **Statement of Work.** In the event that the Parties agree that Paymentus will provide professional services (“Professional Services”), to Client in connection with Custom Enhancement(s) and or Custom Integration(s), collectively “Custom Implementation”, the Parties will enter into a Statement of Work substantially in the form attached as Schedule D which will govern the terms of such Professional Services, including scope, initial project timelines and a process for change orders which may be necessary to address changes in the description of the Professional Services and or the timing and expense connected with the delivery of the Professional Services. The Parties will fully cooperate to ensure that the requirements with respect to Enhancement(s) and or Custom Integration(s) are clarified as needed. Paymentus will take commercially reasonable steps to deliver the Custom Implementation in accordance with the timeline provided for in the Statement of Work.

5. **Ownership of the Work Product resulting from Custom Implementation.** The Custom Implementation work product ("Work Product") created by Paymentus under the terms of this Schedule C and Schedule D shall not be considered as "Work for Hire", and Paymentus shall own all Work Product. Client shall have no rights in or ownership of the Work Product or any other property of Paymentus.
6. **Cooperation from Client and its Vendors.** Paymentus agrees to participate in meetings with Client's third party vendors/service providers (collectively "Vendors") to provide any information or clarifications needed for such vendor to understand the integration. Client agrees to fully cooperate with Paymentus and to cause its Vendors to fully cooperate with Paymentus in connection with the provision of (a) Client and Vendor specifications, within thirty (30) days of the Effective Date (b) professional services required for the integration and testing of the integration, irrespective of the integration approach.
7. **Impact of Non-Cooperation.** Client acknowledges that if it does not fully cooperate and require their vendors and other service providers to fully cooperate with Paymentus, the implementation and integration will be delayed and may result in the commencement of charges in connection with the Minimum Monthly Commitment charges, as provided in on Schedule A of the MSA.
8. **Standard Implementation Cost Recovery.** The professional services provided as part of the Standard Integration has a fair market value of \$20,000.00 ("Standard Implementation Value"). Should Client terminate the MSA prior to Launch or fail to Launch the Service within 180 days from the Effective Date of the Agreement, for any reason (other than Paymentus' failure to perform material terms) Paymentus may, in its sole discretion, invoice Client the Standard Implementation Value and Client shall pay such invoice within thirty (30) days of receipt of Paymentus' final invoice for its professional services in connection therewith.
9. **Custom Implementation Rates.** Paymentus will provide the professional services required for Custom Implementation, and will charge for such professional services at blended hourly rate of [Rate in Words (**\$XXX.XX**) per hour. [As an incentive to enter into this Agreement, Paymentus will provide a credit equal to **Twenty Thousand Dollars (\$20,000)** to be credited against balance due on invoices for professional services in connection with the Custom Implementation.] Should Client fail to timely Launch the Services, or terminate the MSA for any reason (other than Paymentus' failure to perform material terms) Client shall be responsible for paying all fees incurred in connection with Custom Implementation within thirty (30) days of receipt of Paymentus' final invoice for its professional services in connection therewith.

CLIENT HAS SELECTED THE FOLLOWING OPTION (To be checked as applicable):	
Standard Implementation	x
Custom Implementation	

Schedule D

Form of Statement of Work

STATEMENT OF WORK No. []

This Statement of Work No. ____ issued pursuant to and in accordance with all of the terms of the Master Services Agreement ("Agreement" or "MSA") dated [insert date] between Paymentus Corporation, a Delaware Corporation with a principal place of business located at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277 ("Paymentus") and _____ ("Client") a _____ Corporation with a principal place of business located at _____ (collectively the "Parties") is hereby entered into between the Parties and is effective as of the date that the last of the Parties signed this SOW as indicated below the signature line below ("SOW Effective Date"). Capitalized terms in this SOW shall have the same meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this SOW and those of the Agreement, the terms in the Agreement shall prevail unless otherwise stated below.

1. PROJECT CONTACTS.

- a. **Client Authorized Representative.** The Primary contact for Client ("Client Project Manager") that is responsible for Acceptance/rejection of the project deliverables is:

NAME:	
TITLE:	
TELEPHONE NO.	
EMAIL ADDRESS:	
ADDRESS:	

- b. **Paymentus Authorized Representative.** The Primary contact for Paymentus that is responsible for the Services to be performed under this SOW, and to receive notices from Paymentus under this SOW ("Paymentus Project Manager"):

NAME:	Adam Wilson
TITLE:	Senior Manager – Implementation, Mid-Market
TELEPHONE NO.	980-272-2116
EMAIL ADDRESS:	awilson@paymentus.com
ADDRESS:	11605 N. Community House Road Suite 300 Charlotte, NC 28277

2. DESCRIPTION OF THE SCOPE OF SERVICES. Paymentus resources shall complete the following objectives:

Item	Detail	Amount
	<p>1.1.1. IVR: Interactive Voice Response (IVR) – Paymentus will provide a fully integrated IVR payment channel with customized greeting and goodbye prompts. Paymentus supports English and Spanish. Customer can access the IVR in multiple ways including:</p> <ul style="list-style-type: none"> Authenticated customer in Client-hosted IVR is transferred and released into Paymentus IVR with authentication data 	0.00

	<ul style="list-style-type: none"> • Customer calls toll free number directly • Client's CSR transfers customer into IVR <p>1.1.2. One Time Pay Web (OTP) – Provider to provide one-time payment/guest pay web for each company. Customer will authenticate using known information such as account number. The following are options in the OTP user interface:</p> <ul style="list-style-type: none"> • Immediate payment • Future dated/scheduled one-time payment • View balance information <p>1.1.3. Customer Portal Solution— Paymentus solution features includes the following options</p> <ul style="list-style-type: none"> • Pay My Bill: Customers can see a list of accounts and choose which account to pay either one time or future dated with available payment methods. • AutoPay: Provides customer recurring payment management • Payment History: The payments screen shows historical payments made on the account(s), date of payment, payment type and gives the option to view more detail of each payment. • My Wallet: Customers can manage their payment types from the wallet screen. They can add new credit cards, debit cards, ACH or PayPal methods as well as edit or delete existing payment types. <p>1.1.4. Agent Dashboard — The Agent Dashboard is a dynamic web-based tool that is specifically designed and dedicated for Client to support the customer. The Agent Dashboard can be easily deployed across the customer service, collections and finance/treasury teams as access is role and permissions based. It is easily self-administered by the Client through an intuitive online administration interface.</p> <ul style="list-style-type: none"> • The Agent Dashboard provides Client's staff the ability to: • View payments in real-time • Accept customer payments (Manual, leveraging customers wallet and/or with use of Secure Service) • Cancel payments in real time (such as customer errors) • Search for payments and payment attempts in any status • Suspend and block payment methods • View and download standard reports including deposits and reconciliation reports <ul style="list-style-type: none"> ○ Robust reporting ○ File management • Manage staff access with role-based permissions • View bills and suppress paper on customer's behalf • Open cases/tickets and track status through completion • Create and deliver, outbound IVR, text and email message campaigns 	
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	<ul style="list-style-type: none"> • Late payment reminders/disconnect notices <p>1.1.5 Account Validation</p> <ul style="list-style-type: none"> • Client will provide a daily CIF (customer information file) to Paymentus for use for Autopay. <p>1.1.6 Payment Remittance</p> <ul style="list-style-type: none"> • Paymentus will provide a daily posting file of all payments made for that day. <p>1.1.7 E-Bill Presentment</p> <ul style="list-style-type: none"> • Paymentus will assist client in setup of standard PDF eBill presentment per the Paymentus Integration Guide. <p>1.1.8 Bill Summary Notifications</p> <ul style="list-style-type: none"> • Paymentus will configure standard Secure PDF eBill presentment and/or Pay-By-Text functionality.. <p>1.1.9 Data Transmission</p> <ul style="list-style-type: none"> • Paymentus will work with Biller on setting up SFTP to support inbound CIF and outbound posting file 	
Total Due		

3. **ASSUMPTIONS:** The parties recognize that the following restraints and assumptions are applied to this SOW:

- 3.1 Staffing issues will be resolved between Client and the Paymentus Project Managers. Both Parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project;
- 3.2 Client will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur, then:
 - 3.2.1 Client will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected Parties, including the Project Managers of both Parties;
 - 3.2.2 Paymentus will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule;
 - 3.2.3 Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
- 3.3 Prompt decision-making and problem resolution will be required to achieve an on-time project completion. It is expected that most decisions ad/r problems will be resolved within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the resource loss.
- 3.4 Both parties will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests, within a reasonable time, not to exceed five (5) business days unless agreed by the parties , in order to minimize delays in the project.

4. **RESPONSIBILITIES OF THE PARTIES.** Each of the Parties will have the responsibilities set forth below:

- 4.1 **Client Responsibilities** The following must be performed by Client in order for Paymentus to perform the Work. Client shall:
 - 4.1.1 Establish a Project Team that contains representatives inclusive of both the business and IT resources and that have the time, resources, and expertise to carry out their respective tasks and responsibilities;
 - 4.1.2 Designate a Project Manager who will manage the efforts of Client's Project Team and/or staff and coordinate activities with the Paymentus Project manager;
 - 4.1.3 Cause Client's Project Manager or designee to participate in scheduled (e.g. weekly or as required) status meetings with the Paymentus Project Manager;
 - 4.1.4 Review current business practices, and consider and/or adopt new business practices as needed;
 - 4.1.5 Provide timely responses to critical issues raised by the Paymentus Project Manager;
 - 4.1.6 Provide requested information and complete the forms required to establish a merchant account for funds settlement within five (5) business days of Paymentus' request;
 - 4.1.7 Timely perform testing as required including functional testing, CIS integration testing and user acceptance testing and promptly provide the documented test results to Paymentus;
 - 4.1.8. Provide the URLS of CIS for both a UAT environment and production environment and whitelist IPs as requested by Paymentus;
 - 4.1.9 Extract data from Clients' CIS and provide Paymentus with the required data in Paymentus' Customer Information File standard format, where CIF is used;

4.1.10 Take the lead in coordinating support from Client's CIS vendor and any other third-party vendor where Client holds the primary relationship (e.g. bill print). This includes the application-programming interface ("API") and all exchanges of data. Any related fees charged by the CIS or third party vendor are the responsibility of Client;

4.1.11 Provide access to PDFs for each individual bill, or alternatively assess to the bill print provider's API, where Client requires a bill image display to be accessible from the Paymentus solution. Any API related fees are the responsibility of Client;

4.1.12 Cause Client representatives to attend scheduled training sessions; and

4.1.13 Provide signoff on UAT and GO LIVE confirming Client has completed all testing activities.

4.2 **Paymentus Responsibilities:** Paymentus will do the following:

4.2.1.1 Maintain project communications with Client's Project Manager;

4.2.2 Manage the efforts of the Paymentus staff and coordinate Paymentus activities with Client's Project Manager;

4.2.3 Conduct regular (e.g. weekly or as required) telephone status report conversations with the Client's Project Manager;

4.2.4 Participate in weekly reviews with Client's project team. Participation can be waived by mutual agreement;

4.2.5 Provide timely responses to critical issues raised by Client's Project Manager;

4.2.6 Prepare and submit a status report that includes activities planned for the current month and an update to both the Project Schedule and the action item list;

4.2.7 Resolve deviations from the Project Schedule;

4.2.8 Monitor the project to ensure that support resources are available as scheduled;

4.2.9 Coordinate and perform the configuration of the Paymentus solution;

4.2.10 Provide Client with one (1) production and one (1) UAT (User Acceptance Testing) environment;

4.2.11 Establish a SFTP site for file transfer, where applicable; and

4.2.12 Train Client representatives on the Paymentus solution.

5. **COMPENSATION AND PAYMENT TERMS FOR IMPLEMENTATION SERVICES:**

5.1 **Compensation.** The rates for Professional Services in connection with this SOW shall be charged at a blended rate of \$250.00 per hour and the project is estimated to cost a total of [\$ XXX.XX] ("SOW Fees"). [Client will receive a credit to be applied towards the final payment for Implementation Fees in the amount of \$20,000.00 ("SOW Credit"). To the extent that there is an SOW Credit remaining upon the completion of the work required to be performed under this SOW ("Work"), such SOW Credit shall expire, as it is the intent of the parties that it only apply to this SOW].

5.2 **Payment Terms.** Client shall be invoiced for 50% (fifty percent) of the SOW Fees upon execution of this SOW. The balance of the SOW Fees, less the SOW Credit (plus any additional amounts agreed to be paid under the Change Management Process described in Section 5 below) shall be invoiced by Paymentus upon Acceptance of the completed Work, and shall be due thirty (30) days following the invoice date.

6. **CHANGE MANAGEMENT.** Either Party may desire to change the scope of the Services following execution of an SOW. If so, the Party will submit a written change order request in the form of Exhibit A-1 to the other Party describing such change in appropriate detail (a "Change Order Request"). At that time one of the following will occur:

6.1 **No material changes in cost or delivery dates.** If the Work described on a Change Order Request does not require either Party to incur any additional material costs or expenses and will not cause a delay in the delivery of the Work, then the Parties will sign the Change Order Request accepting the modification to the description of the Work within ten (10) business days of the Party's receipt of the Change Order Request, and the resulting document which has been signed by

the authorized representative of each of the Parties shall then become a "Change Order" which acts as an enforceable modification of this SOW.

6.2 Delivery of an estimate of impact if Costs or Delivery Dates will be impacted. If the requested changes described on a Change Order Request will result in additional material costs or expenses, or will impact the delivery dates for the Deliverables or completion of the Work, then Paymentus shall in good faith provide Client with a written, high-level, non-binding assessment of such costs, expenses and the time that will be required to perform the modifications required by the Change Order ("Estimate" or "Proposed Change Order"), which Estimate shall be delivered within ten (10) days of Paymentus' receipt of the Change Order Request. Client will notify Paymentus within ten (10) days of receipt of the Estimate whether Client desires to proceed, and if so, Client will document this decision by signing the Proposed Change Order which shall be in the form of Exhibit A-1 to this SOW. Paymentus' implementation of a Change Order shall not delay the performance of Services and/or the delivery of Deliverables not reasonably affected by the Change Order Request.

7. ACCEPTANCE OF WORK.

Upon completion of the Work, Paymentus will notify Client ("Completion Notice") that Client can commence acceptance testing to verify that the relevant Work complies with the Work description and specifications set forth or referenced in this Statement of Work. Client shall test the Work and shall provide written notice to the Paymentus Project Manager within ten (10) business days of the date of the "Completion Notice" ("Testing Period") either that (i) Client has accepted the Work ("Acceptance"), or (ii) that Client has identified defects or bugs in the Work that need to be corrected ("Correction Notice"). Following Paymentus' receipt of a Correction Notice, the Parties will promptly work together to correct all identified defects in the Work, including having the Client demonstrate the defect to Paymentus upon request. Once the identified defects in the Work have been corrected, Paymentus will issue a second Completion Notice to Client and above process shall be repeated until the Work is Accepted. If no notice is provided by Client following the applicable Testing Period, the Work shall be deemed to be accepted.

8. TERM OF THIS SOW: The term of this SOW shall begin on the SOW Effective Date and shall continue through Acceptance of the Services and Paymentus' receipt of final payment. This SOW shall not be amended except through a fully executed Change Order pursuant to Section 6 above.

9. LOCATION OF PERFORMANCE OF THE WORK. Paymentus will perform the Work remotely.

10. ESCALATION APPROACH FOR DISPUTES UNDER THIS SOW. In the event there is a dispute by the Parties in connection with the Work, or one of the parties believes that the other party is not cooperating in a timely manner in connection with this SOW (either a "Dispute"); the Parties agree to take the following steps:

10.1 Process for Escalations:

10.1.1 Escalation Level 1. The complaining party must first address the issue by having a meeting within two (2) business days of request by either party between the representatives of each of the parties identified as Escalation Level 1 below;

10.1.2 Escalation Level 2. If the Dispute is not resolved to the reasonable satisfaction of the complaining party as the result of Escalation Level 1, then such party may request a meeting within two (2) more business days, which meeting shall be attended by the representatives of each Party identified as Escalation Level 2 below.

10.1.3 Escalation Level 3. Finally, if either party believes that the Dispute has still failed to be properly resolved upon the completion of Escalation Level 2, such Party may request a meeting with the representatives of each the Parties identified in the below Escalation Chart as Escalation Level 3 below. At the conclusion of the third meeting, if the Dispute has not been resolved and the complaining Party believes that it results in a material breach, then the complaining Party must give notice of material breach as required by the terms of the MSA.

10.2 Escalation Participants. The designees for each of the Parties that will participate in the above-described escalation process are as follows:

Paymentus:

Escalation Level 1	Escalation Level 2	Escalation Level 3
<Insert Name>	Pantelis Mamouzellos	Lori Hogg

Project Manager Email: <Insert Email > Phone: <Insert Phone >	Senior Manager, Client Services Email: pmamouzello@paymentus.com Phone: 980-206-9091	Vice President, Customer Success Email: lhogg@paymentus.com
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Client:

Escalation Level 1	Escalation Level 2	Escalation Level 3
<Insert Name > <Insert Title > Email: <Insert Email > Phone: <Insert Phone >	<Insert Name > <Insert Title > <Insert Email > <Insert Phone >	<Insert Name > <Insert Title > <Insert Email > <Insert Phone >

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their duly authorized representatives as of the last of the signature dates below.

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

PAYMENTUS CORPORATION:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-1- TO STATEMENT OF WORK: FORM OF CHANGE ORDERS

THIS Change Order ("Change Order No. ____") is entered into and made effective as of ____, 2022 (the "Change Order Effective Date") and is an amendment of the parties' Statement of Work dated ____ (the "SOW") under the Master Services Agreement dated ____ (the "Agreement"), by and between ____ ("Client") and Paymentus Corporation, a Delaware corporation.

As per the Agreement, any change to the SOW must be agreed to, in writing, by both parties, and the parties agree as follows:

- The description of the requested change;
- The impact, if any, on the existing Services and Deliverables (if any);
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in the pricing and payment schedule.

Paymentus will not perform any Services outside of the SOW until this Change Order No. ____ has been signed by both parties.

Change Order Description
•
Impact, if any, on existing Services and Deliverables
•
Impact, if any, on existing Project Schedule
•
Change Order Pricing and Payment Schedule
•

In the event the terms of this Change Order No. ____ are contrary to the terms of the SOW or Agreement, the terms of this Change Order No. ____ shall control with respect to the matters herein. Except as specifically amended hereby, all provisions of the Agreement and SOW shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Change Order No. ____ as of the last date set out below.

[NAME OF CLIENT]:

By: _____

Name: _____

Title: _____

Date: _____

PAYMENTUS CORPORATION:

By: _____

Name: _____

Title: _____

Date: _____

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: October 16, 2023

Subject: Consideration to Accept the Board of State and Community Corrections Fiscal Year 2024 Organized Retail Theft Grant Funds and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Grant (Attachment "A") funds, in the amount of \$494,964 for a three-year lease of 37 Automatic License Plate Reader (ALPR) cameras and to establish a Catalytic Converter Etching Program;
- b. Adopt Resolution No. 8261 (Attachment "B") amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. The California Budget Act of 2022 (Senate Bill 154) established the Organized Retail Theft (ORT) Prevention Grant Program to provide competitive grants for city police departments, county sheriffs' departments, and probation departments. The purpose of this grant program is to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.
2. The BSCC ORT Grant period is October 1, 2023 to June 1, 2027.

Consideration to Accept the Board of State and Community Corrections Fiscal Year 2024 Organized Retail Theft Grant Funds and Adopt a Resolution Appropriating the Funds

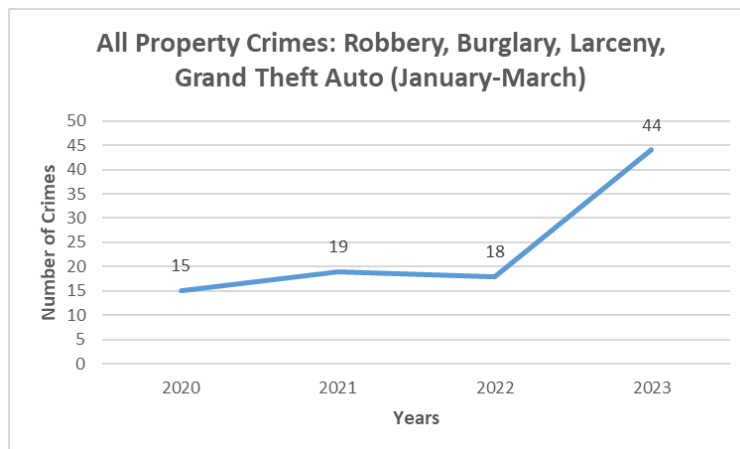
Page 2 of 4

ANALYSIS:

The Board of State and Community Corrections (BSCC) was established in 2012 as an independent statutory agency that provides leadership to the adult and juvenile criminal justice systems, provides expertise on Public Safety Realignment issues, acts as a data and information clearinghouse, and provides technical assistance on a wide range of community corrections issues (California Penal Code § 6024-6025). In addition, the BSCC administers significant public safety-related grant funding for the advancement of community policing through information, technical assistance, and training.

Organized Retail Theft has become a pervasive issue nationwide. Criminals engage in well-coordinated theft operations, targeting retail establishments and stealing high-value merchandise for resale. These thefts result in substantial financial losses for businesses, compromised public safety, and a negative impact on the local economy.

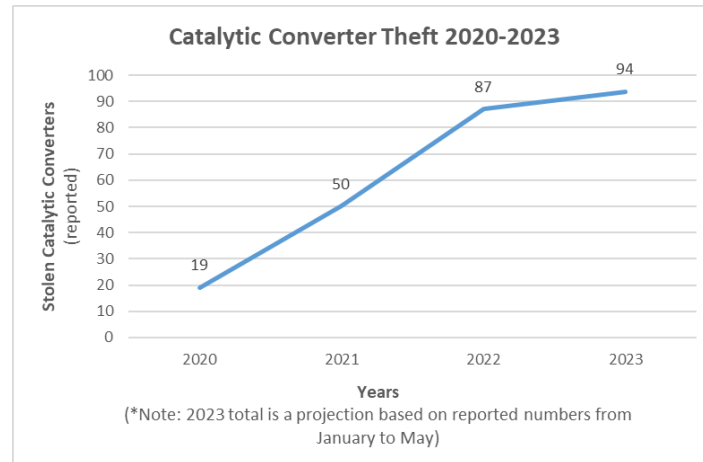
The City of San Fernando has also experienced an increase in retail and auto theft. Data gathered by the San Fernando Police Department (SFPD) Records Bureau during the first three months of the year showed a 193% increase in property crimes (including robbery, burglary, larceny, and grand theft auto) from 2020 to 2023 in proposed areas.



Catalytic converter theft has also become a significant concern nationwide and within the City. Data gathered by the SFPD Records Bureau shows a 358% increase in stolen catalytic converter calls for service from 19 calls in 2020 to 87 calls in 2022. Data gathered during the first five months of 2023 points to an additional 35% increase by December 2023.

Consideration to Accept the Board of State and Community Corrections Fiscal Year 2024 Organized Retail Theft Grant Funds and Adopt a Resolution Appropriating the Funds

Page 3 of 4



Ensuring community safety is a top priority for the Police Department, and SFPD recognizes the necessity of advanced technologies, techniques, and increased public awareness in deterring and apprehending criminals committing retail or catalytic converter theft. Through the BSCC ORT grant application, the Department developed the SFPD Theft Prevention Program, aligning with the 2022-2026 Citywide Strategic Goal I, *Focus on Community First*. BSCC ORT grant provides funding for equipment and overtime for multiple catalytic converter etching events, which enables SFPD to acquire essential resources for personnel, equipment, training and community-based policing options.

Supported by the BSCC ORT grant, the Theft Prevention program involves the strategic installation of ALPR cameras in retail areas throughout the City. This program aims to enhance the Department's ability to combat organized retail theft, auto theft, and catalytic converter theft within the City of San Fernando. This program will help strengthen the Department's ability to fulfill its mission and supports the City's commitment to a safer community.

BUDGET IMPACT:

The BSCC ORT Grant of \$494,964 will cover the full cost of the installation and three-year lease of ALPR Cameras and the implementation of a Catalytic Converter Etching Program. The grant is a reimbursable grant and requires the Police Department enter into an agreement with BSCC to administer the grant. Adoption of the attached Resolution is necessary to amend the FY 2023-2024 Adopted Budget to appropriate grant revenues (110-3696-3678) and expenditures (110-220-3678-Variou) for the ORT Grant.

Consideration to Accept the Board of State and Community Corrections Fiscal Year 2024 Organized Retail Theft Grant Funds and Adopt a Resolution Appropriating the Funds

Page 4 of 4

CONCLUSION:

Staff recommends the acceptance of the BSCC ORT Grant funds to allow the department to combat the rise of organized retail, automobile, and automobile accessory theft within the City of San Fernando.

ATTACHMENTS:

- A. Board of State and Community Corrections Organized Retail Theft Grant Agreement – Contract No. 2201
- B. Resolution No. 8261

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

San Fernando Police Department

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027

3. The maximum amount of this Agreement is:

\$494,964.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	34
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/organized-retail-theft-grant-program/>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Fernando Police Department

CONTRACTOR BUSINESS ADDRESS

117 Macneil Street

CITY

San Fernando

STATE

CA

ZIP

91340

PRINTED NAME OF PERSON SIGNING

Nick Kimball

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

09/27/2023 | 12:35 PM EDT

DocuSigned by:

Nick Kimball

1041FC9C27C7499...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and San Fernando Police Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Nick Kimball

Title: City Manager

Address: 117 Macneil Street, San Fernando CA 91340

Phone: 818-898-1202

Email: nkimball@sfcity.org

Designated Financial Officer authorized to receive warrants:

Name: Jennifer Spatig

Title: Management Analyst

Address: 910 First Street, San Fernando CA 91340

Phone: 818-898-1254

Email: jspatig@sfcity.org

Project Director authorized to administer the project:

Name: Nichole Hanchett

Title: Lieutenant

Address: 910 First Street, San Fernando CA 91340

Phone: 818-898-1253

Email: nhanchett@sfcity.org

- C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

April 1, 2024
June 1, 2027

C. Other

Financial Audit Report

Due no later than:

June 1, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Organized Retail Theft Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

- February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

Final Invoicing Periods*:

14. January 1, 2027 to March 31, 2027
15. April 1, 2027 to June 1, 2027

Due no later than:

- May 15, 2027
August 15, 2027

**Note: Project activity period ends December 31, 2026. The period of January 1, 2027, to June 1, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Organized Retail Theft funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 154 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Organized Retail Theft funding is reduced or falls below estimates contained within the Organized Retail Theft Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$39,204
2. Services and Supplies	\$349,960
3. Professional Services or Public Agency Subcontracts	\$2,230
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Data Collection and Evaluation	\$75,000
6. Equipment/Fixed Assets	\$0
7. Financial Audit (Up to \$25,000)	\$25,000
8. Other (Travel, Training, etc.)	\$3,570
9. Indirect Costs	\$0
TOTALS	\$494,964

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

- B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

- C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title

City of San Fernando Police Department

07/07/2023

id. 41335174

by **Jennifer Spatig** in **Organized Retail Theft Prevention Grant Program**

jspatig@sfcity.org

Original Submission

07/07/2023

The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION

This section requests information about the applicant's name, location, mailing address, and tax identification number.

Name of Applicant
(i.e., Police
Department, Sheriff's
Department, or
Probation
Department)

City of San Fernando Police Department

Multi-Agency
Partnerships
Information (if
applicable)

Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.

Multi-Agency
Partnerships

No: This is not a Multi-Agency Partnership Application

Lead Public Agency Information	All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.
Lead Public Agency	City of San Fernando Police Department
Applicant's Physical Address	910 First St San Fernando CA 91340 US
Applicant's Mailing Address (if different than the physical address)	n/a
Mailing Address for Payment	910 First St San Fernando CA 91340 US
Tax Identification Number	95-6000779
SECTION II - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.
Project Director	Irwin Rosenberg
Project Director's Title with Agency/Department/Organization	Lieutenant
Project Director's Physical Address	910 First St San Fernando CA 91340 US
Project Director's Email Address	irosenberg@sfcity.org

Project Director's
Phone Number **+18188981258**

Financial Officer **Jennifer
Spatig**

Financial Officer's
Title with
Agency/Department/Organization **Management Analyst**

Financial Officer's
Physical Address **910 First St
San Fernando
CA
91340
US**

Financial Officer's
Email Address **jspatig@sfcity.org**

Financial Officer's
Phone Number **+18188981254**

Day-To-Day Program
Contact **Jennifer
Spatig**

Day-To-Day Program
Contact's Title **Management Analyst**

Day-To-Day Program
Contact's Physical
Address **910 First St
San Fernando
CA
91340
US**

Day-To-Day Program
Contact's Email
Address **jspatig@sfcity.org**

Day-To-Day Program
Contact's Phone
Number **+18188981254**

Day-To-Day Fiscal
Contact **Jennifer
Spatig**

Day-To-Day Fiscal
Contact's Title **Management Analyst**

Day-To-Day Fiscal
Contact's Physical
Address **910 First St
San Fernando
CA
91340
US**

Day-To-Day Fiscal **jspatig@sfcity.org**
Contact's Email
Address

Day-To-Day Fiscal **+18188981254**
Contact's Phone
Number

Name of Authorized **Nick**
Officer **Kimball**

Authorized Officer's **City Manager**
Title

Authorized Officer's **117 Macneil Street**
Physical Address **San Fernando**
CA
91340
US

Authorized Officer's **nkimball@sfcity.org**
Email Address

Authorized Officer's **+18188981203**
Phone Number

Authorized Officer **checked**
Assurances

SECTION III - **This section requests a Project Title, Proposal Summary description,**
PROGRAM **Program Purpose Area(s) selection, and Scope Funding Category**
INFORAMTION **selection.**

Project Title **San Fernando Police Department Theft Prevention Project**

Proposal Summary **The City of San Fernando Police Department's Theft Prevention Project is a comprehensive initiative aimed at enhancing public safety, reducing organized theft, and combating the rising theft of catalytic converters in our community. By leveraging advanced technology and community engagement with the installation of Flock Cameras and the implementation of a catalytic converter etching program, we seek to create a sustainable solution that addresses these pressing concerns, empowers our community, reduces crime rates, improves safety and security for residents, increases efficiency in law enforcement, and generates financial savings for individuals and businesses.**

PROGRAM PURPOSE AREAS	Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.
Program Purpose Areas (PPAs):	PPA 1: Organized Retail Theft PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft
Funding Category Information	Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.
Funding Category	Medium Scope (Up to \$6,125,000)
SECTION IV - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.

Proposal Narrative
Instructions

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 6,711 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately three (3) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 11,185 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately five (5) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the ORT Prevention Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the ORT Prevention Grant Proposal Instruction Packet (refer to page 15).

Project Need

Organized retail theft has become a pervasive issue affecting communities nationwide. Criminals engage in well-coordinated theft operations, targeting retail establishments and stealing high-value merchandise for resale. These thefts result in substantial financial losses for businesses, compromised public safety, and a negative impact on the local economy. According to the US Chamber of Commerce, Organized Retail Theft in California accounted for 12.62% of total US retail theft in 2021 (<https://www.uschamber.com/economy/retail-crime-data-center?state=ca>).

Although the City of San Fernando is a small municipality, it is not immune from retail and auto theft. Most recently, shoe retailer WSS has experienced increased cases of theft involving high-end shoes, and a local car dealership experienced a break-in in which the perpetrators stole several catalytic converters and vehicles. The City of San Fernando is surrounded on all sides by the City of Los Angeles. Easy access to local freeways and the ability to leave the

2.4 square-mile city quickly makes the City of San Fernando more vulnerable to theft.

The City of San Fernando Police Department has compiled comprehensive crime data - including statistics related to property and catalytic converter theft - in order to determine its most critical areas of need within the parameters and project areas of the Organized Retail Theft Grant.

The Department's Records Bureau compiled property crime statistics from 13 specific retail, thoroughfare, and ingress/egress points within the City. These are areas where retail theft occurs more frequently, along with being the major roadways used to exit with stolen goods. A comparison of the data gathered during the first three months of the year showed a 193% increase from 2020 to 2023.

Catalytic converter theft has also become a significant concern across the country, impacting individuals, businesses, and the overall safety and well-being of communities. Catalytic converters are essential components of vehicle exhaust systems, and contain valuable metals such as platinum, palladium, and rhodium. According to the National Automobile Dealers Association (NADA), the price of these precious metals has risen sharply, making catalytic converters a prime target for theft (<https://www.nada.org/legislative/fight-rising-catalytic-converter-theft>).

Data from the National Insurance Crime Bureau shows that insurance claims for stolen catalytic converters increased from 16,660 claims in 2020 to 64,701 in 2022 – an increase of 288% (<https://www.nicb.org/news/news-releases/catalytic-converter-thefts-surge-nationwide-according-new-report>).

Based on data gathered by the City of San Fernando Records Bureau, stolen catalytic converter calls for service increased 358% from 19 calls in 2020 to 87 calls in 2022. Data gathered during the first five months of 2023 points to an additional 35% increase by December 2023.

Traditional theft prevention and security measures have proven insufficient in deterring or apprehending criminals committing retail theft or catalytic converter theft. The implementation of advanced technologies and techniques, and increased public awareness have become imperative to help combat theft within the community. To this end, the City of San Fernando Police Department proposes the acquisition of Flock Safety Falcon Automated License Plate Reader cameras, and an INSTAetch catalytic converter etching device to address the growing problem of organized retail and catalytic converter theft in the community. The City proposes to conduct quarterly Etching Events in which Police Department Detectives will mark catalytic converters as a service to the community.

Unfortunately, budget limitations prevent the Department from purchasing these advanced technologies and equipment. The 2023-24 City of San Fernando Budget did not include additional funds for Flock Cameras or for a catalytic converter etching program. For this reason, the City of San Fernando Police Department is seeking funds from the BSCC Organized Retail Theft Grant Program to purchase this equipment and implement theft prevention programs within the City.

The proposed need for Flock cameras and a catalytic converter etching program directly aligns with the intent and purpose of the BSCC Organized Retail Theft Grant by providing a means whereby the City of San Fernando Police Department may better and more efficiently address organized retail theft and automobile accessory theft within the community.

Project Description

The City of San Fernando Police Department's proposed grant project aims to enhance security measures within the City of San Fernando in order to combat retail and catalytic converter theft, which have emerged as significant concerns within the community. The proposed project has two components: the installation of 37 Flock Safety Falcon Automated License Plate Reader (ALPR) cameras and the establishment of Catalytic Converter Etching Events, as described below.

The City of San Fernando proposes the installation of 37 Flock Safety Falcon Automated License Plate Reader cameras near retail areas, major thoroughfares, and entrances and exits to the City. These sites were chosen because of their proximity to retail establishments and to routes used by perpetrators when fleeing the City with stolen merchandise.

Technicians from Flock Safety Company will install 34 cameras on existing infrastructure owned by the City of San Fernando, and 3 cameras on Flock Safety poles at locations without existing infrastructure. These cameras will provide round-the-clock surveillance, high-resolution video monitoring, intelligent motion detection, and real-time alerts. The Flock Cameras will cover critical areas such as retail establishments, parking lots, and public spaces, acting as a visual deterrent to potential thieves and assisting San Fernando Police in identifying and prosecuting offenders.

Cameras will give police department personnel a view of all activity tied to a specific vehicle within the network of cameras. Officers will be able to search vehicle information using make, body type, color, license plates (including partial, missing or temporary tags, and state recognition), decals, bumper stickers, and back or top racks. The cameras will also assist in solving cross-jurisdictional crimes and give real-time alerts such as NCIC wanted lists, AMBER alerts, Silver alerts, and Vehicle Fingerprint matches.

Cameras will capture crime-related information that can be used to develop leads and alerts for solving crimes and apprehending offenders. For instance, if a camera captures a vehicle's license plate, the information can help identify the registered owner who may match the description of a retail theft suspect. The image of the registered owner can then be included in a blind photo lineup to confirm their involvement. Additionally, a vehicle used in a crime may be seized as evidence to investigate and identify the perpetrator, leading to an arrest warrant.

Education about Flock ALPR technology and its use within the City is a crucial component of this project. Educating the public will foster transparency, address concerns and build trust in the technology. To educate the public effectively about Flock ALPR cameras, the City of San Fernando Police Department will develop clear, concise informational materials that will explain the purpose, capabilities and

benefits of using fixed ALPR technology. The Department will disseminate the information through the City's website, social media platforms, press releases and in public forums.

Department personnel will present information about the technology and its use to the San Fernando City Council, Transportation and Public Safety Commission, and in monthly Business and Neighborhood Watch meetings. The Department will also present the information to the local Chamber of Commerce, the San Fernando Mall Association, and through its 11-week Community Academy series (beginning in early fall).

The Department will host a minimum of three demonstrations of the technology at the City of San Fernando Police Department's Annual Open House events, attended by over 100 persons annually. We will also educate our community through the National Night Out events attended by at least 800 community members annually.

Police Department staff will add crime data related to the Flock cameras to the Department's performance measures. Following the Department's information-sharing and established privacy protection protocols, appropriate data will be shared in business and community meetings, as well as in the City Manager's Monthly Report. Strict data retention, access control and sharing policies will be followed at all times.

Each of these outreach efforts will aim to address public concerns, clarify misconceptions, and solicit feedback about the Flock camera system, ultimately promoting understanding and acceptance of ALPR technology as a valuable tool to enhance public safety, prevent and solve crimes.

As stated earlier, the City of San Fernando Police Department will work closely with local retailers, the San Fernando Chamber of Commerce and the City of San Fernando Mall Association to educate retailers about ALPR technology, its applications, and how it will help apprehend suspects and prevent crime. With these outreach efforts, the City will work to establish retailers as active partners in crime prevention efforts. Retail partners will develop a better understanding of the types of suspicious activities or behaviors to watch for and learn how to report pertinent information to law enforcement, thereby increasing the likelihood that retailers and others will report retail crimes.

Retail partnerships to combat organized retail crime will create a synergy between law enforcement and retailers and a united effort to combat retail theft. The Police Department and retailers will be able to exchange information in a timely manner, and ensure more effective crime prevention and resolution.

In addition, the City of San Fernando Police Department will seek to establish interagency partnerships with other agencies within Los Angeles County that use Flock ALPR technology. The Department will schedule and participate in meetings with other Flock users to establish protocols and agreements for data sharing and information exchange, and to work towards a shared database of license plate information. In doing so, the Department will follow clear and robust guidelines on data privacy; security and access control and adhere to all legal and regulatory requirements to safeguard the integrity of data collected. Amongst these guidelines will be clear prohibition of

any use or sharing of data in order to interfere with gender affirming care, family planning care, and investigation of laws related to immigration.

Project collaboration will extend beyond the City's borders to benefit residents within and outside of the City of San Fernando. The City is only 2.4 square miles and is surrounded by the City of Los Angeles. Three main freeways – the Foothill 210 freeway, Intrastate 118 freeway and Interstate 5 freeway - surround the city. As these freeways provide easy access for leaving the city, coordination with local and regional partners is crucial to developing leads and solving crimes that cross jurisdictional boundaries.

Multiple cities throughout California have installed Flock ALPR cameras and have reported how the cameras help to solve crimes and apprehend criminals. For example, in January 2022, suspects attempted a smash and grab at a jewelry store in San Bruno. Flock cameras identified the suspects' vehicle, which was then placed on a custom hot list. The San Bruno Police Department received a real-time alert of the suspects returning, located the vehicle and successfully prevented another robbery attempt.

The City of San Ramon Police Department received a Flock alert of a vehicle believed to be associated with burglaries in the area. Police officers located the vehicle and found meth, stolen property and burglary tools inside (CA Flock Success Stories PDF).

The utilization of Flock ALPR cameras will also play a critical role in the second element of the City of San Fernando Theft Prevention Project, by assisting with solving and preventing catalytic converter theft crimes.

The second element of the Theft Prevention Project is the purchase of an INSTAetch catalytic converter etching device and the establishment of quarterly Catalytic Converter Etching Events. The objective of these events is to provide a proactive measure against catalytic converter theft. Vehicle owners within the community will have the opportunity to have their catalytic converters etched with their VIN or license plate number by the City of San Fernando Police Department.

At minimum, one Etching Event will take place every three months, for four events per year funded under this grant. Each event will span approximately six hours and involve two Detectives and two FTOs to assist with safety, plus two civilian staff to assist with registration and paperwork. The Police Department has obtained a letter of collaboration from Black & White Towing, a local towing company, who has agreed to provide two tow trucks and drivers for each etching event, free of charge.

To accomplish this proposed activity, the Police Department will purchase an INSTAetch catalytic converter etching device, four pairs of coveralls for Detectives to wear while etching catalytic converters, two stencils that say "marked by SFPD," spray paint to use with the stencils, and signs for public information.

The Police Department will advertise Etching Events via the City's website and social media accounts, with flyers, and through the City's Constant Contact list of more than 500 residents. SFPD will also ask the San Fernando Sun newspaper to post information about the events on their website and in their written publication.

According to the Bureau of Auto Repair, “engraving or etching [a] catalytic converter with a VIN or license plate number may deter theft . . . or alert a reputable scrap dealer that the device is stolen and can help to identify the owner” (<https://www.bar.ca.gov/consumer/smog-check-program/catalytic-converter-theft>). Assisting members of the community through uniquely marking their vehicle’s catalytic converter with specially designed fluorescent paint also makes these devices identifiable, leading to crime prevention and workable leads to charge thieves with catalytic converter theft.

The combined efforts of installing Flock ALPR cameras and implementing a catalytic converter etching event program provide a multi-faceted approach to effectively address both retail and catalytic converter theft, while also meeting the intent of the BSCC Organized Retail Theft grant program.

By combining these initiatives, the community benefits from enhanced surveillance capabilities and a stronger deterrent effect. The Flock ALPR cameras provide real-time monitoring and data collection, helping to identify and track vehicles involved in retail and catalytic converter theft. The catalytic converter etching event program adds an additional layer of security by making stolen converters more easily traceable, thus disrupting the supply chain for thieves.

Moreover, the integrated approach aligns with the objectives of the BSCC Organized Retail Theft grant program. The grant program aims to reduce organized retail theft, automobile and auto accessory theft, and their associated criminal activities. By investing in Flock ALPR technology and implementing catalytic converter etching events, this proposal fulfills the BSCC grant’s intent.

Project
Organizational
Capacity and
Coordination

The successful operation of the project will require the dedication of sworn and civilian staff members. The Administrative Lieutenant brings a wealth of experience including project and personnel management, budgeting, and operations and grant management experience. His education includes a Masters in Organizational Leadership, Bachelor’s in Criminal Justice Management and numerous training certification in police investigations and management. Detectives and Officers also bring outstanding qualities and skills necessary for overseeing the Catalytic Converter Etching Events. Each detective possesses relevant experience in crime prevention, community engagement and event management with each possessing certification from the Robert Presley Institute of Criminal Investigations as investigators including all as homicide detectives.

Civilian staff members bring grant management and data collection and analysis experience to the project. This professional staff have all received ongoing training in data collection, entry and analysis, with the Records Supervisor having near 30 years of experience as a member of the Police Department.

Black and White Towing will play a crucial role as a partner agency in the project. Their involvement will primarily focus on providing logistical support, including providing equipment to facilitate the etching and marking of catalytic converters. Black and White Towing has a proven track record of reliable service and has demonstrated a

commitment to community engagement and public safety. In addition, the owner of the company has previous experience as a former San Fernando Police Chief. A contract or Memorandum of Understanding (MOU) will be executed between our organization and Black and White Towing, outlining their specific responsibilities, timeline, and financial arrangements.

The project will operate under a clear management structure, with oversight provided by the Administrative Lieutenant, who will ensure effective implementation and coordination of project activities.

Decisions related to project operations, resource allocation, and strategic direction will be made by the Administrative Lieutenant following established direction and policy set forth by the Department, City Administration and Council. The project team will work with partnering agency representatives, Flock Safety, Department staff, and relevant stakeholders to assure the project's success. Regular meetings and communication channels will be established to facilitate timely decision-making and foster a collaborative approach.

Contracts or MOUs with Flock Safety and Black and White Towing, will be executed within the first quarter of the project implementation. These agreements will clearly define the roles, responsibilities, and expectations of each party involved, ensuring a smooth and coordinated execution of the project activities. The contract with Flock Safety will be presented to City Council for approval within a month of grant approval and funding acceptance.

Sustainability of the Project:

While the project is limited in term due to grant funding constraints, sustainability planning is an integral part of our approach. We recognize the importance of sustaining the project's impact beyond the grant period. To achieve this, we will explore opportunities for leveraging additional funding sources to maintain a contract with Flock Safety and will seek partnerships with local businesses and community organizations. By building strong community support and demonstrating the project's effectiveness, we aim to secure long-term sustainability beyond the expiration of grant funds. Because the etching equipment is to be purchased with grant funds, the Catalytic Converter Etching Events will be continued beyond the grant term. In summary, the Theft Prevention Project will utilize existing staff resources, including qualified sworn and civilian personnel. The Department contract with Flock Safety and will partner with Black and White Towing to ensure efficient operation. Clear management structures, decision-making processes, and contractual agreements will be established. Furthermore, sustainability planning will be implemented to secure the project's longevity beyond the grant period, involving community engagement and exploring additional funding opportunities.

**Project Evaluation
and Monitoring**

A team within the City of San Fernando Police Department, consisting of the Lieutenant commanding the Administrative Services Division, the Detective Sergeant, the Management Analyst, and the Detective of Special Investigations and Community Engagement. will oversee project evaluation and monitoring. They will review and adopt a project timeline for monitoring, implementation, and service delivery.

The Administrative Lieutenant will ensure that training for all personnel and scheduling of special events for catalytic converter etching are conducted in a timely manner. As noted in the budget, the City will utilize our auditing firm, Van Landt and Fahkanel, LLC, to review expenditures and project activities.

Monitoring activities will be integrated throughout the project's lifecycle and include:

Start-up

To establish a baseline/timeline we will gather initial data on retail and catalytic converter theft incidents, response times, and customer satisfaction levels using current performance measurement data and Department Field Service Audits; identify additional key areas of improvement based on the project's needs assessment and baseline data; review key project implementation activities in comparison to the project timeline; conduct weekly project meetings during the initial implementation phases, led by the Administrative Lieutenant, to ensure timeline adherence, identify any shortcomings, make adjustments, and achieve successful project implementation.

Implementation

The Management Analyst will collaborate with the Administrative Lieutenant and project personnel to collect data on the progress of ALPR camera installations, the number of etching events conducted, and participation rates. The Department will regularly monitor and collect data on the effectiveness of ALPR cameras and etching events. The Administrative Services Lieutenant will lead monthly meetings to review data and activities. Additional feedback mechanisms will be implemented, as necessary, to gather input from retailers and community members to assess their satisfaction and identify any challenges.

Service Delivery Period

Analyze data to assess the impact of the implemented strategies on retail and catalytic converter theft incidents, response times, and customer satisfaction; evaluate process measures (e.g., number of trained support agents, number of installed cameras) and outcome measures (e.g., reduction in theft incidents, increased participation in etching events) to gauge project effectiveness.; and prepare quarterly reports on the project's progress, findings, and recommendations for key stakeholders.

Process Measures: install 37 cameras in specified locations within 6 months; train personnel on ALPR Technology during the first deployment period after City Council approval; develop and disseminate informational materials and presentations to community groups; and engage with local retailers via Business Watch and retailer-specific meetings.

Outcome Measures: Increase public/retailer understanding and acceptance of Flock ALPR technology; ensure all 37 cameras are functioning and in full use by the beginning of the grant service period; provide necessary knowledge and skills to all sworn members and relevant civilian personnel use of Flock Technology by April 1, 2024; reduce the number of retail and catalytic converter theft incidents, increase the rate of crimes solved; increase reports of retail crimes and feedback.; and demonstrate a reduction in retail thefts through crime statistics.

Data Collection:

Gather data on retail theft and catalytic converter theft from police department records, reports, attendance records, and feedback forms; track the number of officers trained and collect feedback on training effectiveness.

Document the number and location of installed ALPR cameras.

Record the number of etching events conducted, attendance, and participation. Monitor success in fulfilling requests for etching and determine ways to incorporate etching with other activities to meet community demand and needs.

Collect customer satisfaction ratings and retailer/community feedback; analyze the data to assess changes in theft incidents, response times, customer satisfaction, and participation rates.

Compare pre- and post-project data to measure the effectiveness of strategies and identify trends, patterns, areas needing improvement. The assessment of project outcomes will be measured through the Department's performance measures.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 5: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.

Budget Attachment

[SFPD_BSCC_ORT_-_Budget.xlsx](#)

SECTION V -
ATTACHMENTS

This section list the attachments that are required at the time of submission, unless otherwise noted. Project Work Plan (Appendix B) - Mandatory Grantee Assurance for Non-Governmental Organizations (Appendix D) - Mandatory Local Impact Letter(s) (Appendix E) - Mandatory Letter(s) of Commitment (Appendix F) - If Applicable Policies Limiting Racial Bias - Refer to page 9 of the Proposal Instruction Packet - Mandatory Policies on Surveillance Technology - Refer to page 9 of the Proposal Instruction Packet - If Applicable Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G) - Mandatory Governing Board Resolution (Appendix H) - Optional

Project Work Plan (Appendix B)

[SFPD_BSCC_ORT_-_Project-Work-Plan.docx](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[SFPD_BSCC_ORT_-_Appendix_D_-_NGO_Assurances.pdf](#)

Local Impact Letter(s) (Appendix E)

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[SFPD_BSCC_ORT_Grant_-_Local_Impact_Letter.docx](#)

Letter(s) of Commitment, (Appendix F)

[Black_White_Towing_Letter_of_Commitment.pdf](#)

Policies Limiting Racial Bias

[Bias-Based_Policing.pdf](#)

Policies on Surveillance Technology

[Public_Safety_Video_Surveillance_System.pdf](#)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G)

[SFPD_BSCC_ORT_-_Appendix_G_-_Cert._of_Compliance.pdf](#)

OPTIONAL: n/a
Governing Board
Resolution (Appendix
H)

OPTIONAL: n/a
Bibliography

CONFIDENTIALITY NOTICE: **All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

Appendix B: Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for three (3) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:	> Enhance security measures to combat retail theft and catalytic converter theft.		
Objectives (A., B., etc.)	<p>A. Install 37 Flock Safety Falcon Automated License Plate Reader (ALPR) cameras near retail areas, major thoroughfares, and entrances/exits to the City within 6 months of grant approval.</p> <p>B. Train police department sworn and civilian personnel with the necessary skills and knowledge to effectively utilize the Flock Safety Cameras, thus maximizing their potential for crime prevention, suspect identification, and successful investigations.</p>		
Process Measures and Outcome Measures:	<p>Process Measure: Installation of 37 cameras in specified locations within 6 months.</p> <p>Outcome measure: All 37 cameras will be functioning and in full use by the beginning of the grant service period.</p> <p>Process measure: Conduct training on Flock ALPR technology during shift roll call for each of the four SFPD Deployment Teams and the detectives for the duration of the first Deployment Period following acceptance of funding and the Flock agreement execution.</p> <p>Outcome measure: All sworn members and relevant civilian personnel will have the necessary knowledge and skills to implement use of Flock cameras by April 1, 2024.</p> <p>Outcome measure: Reduction in number of retail theft and catalytic converter theft incidents and increase in crimes solved.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

<ol style="list-style-type: none"> 1. Ensure viability of locations for camera installations by Month 1. 2. Collaborate with Flock Safety to install 34 cameras on existing infrastructure and 3 cameras on Flock Safety poles by Month 4. 3. Ensure cameras are fully operational by Month 5. 4. Schedule training for Watch Commanders by Month 5 5. Implement schedule of training of Officers during roll calls. 	Administrative Lieutenant Flock Technicians Public Works Supervisor Management Analyst IT Systems Administrator IT Services personnel Flock personnel Records Manager Sergeants/Watch Commanders Detectives	> October 1, 2023	> April 1, 2024
<p>List data and sources to be used to measure outcomes:</p> <ol style="list-style-type: none"> 1. Installation of 37 cameras in specified locations within 6 months. <ol style="list-style-type: none"> a. Data: Number of Cameras installed, installation completion dates, and locations of installed cameras. b. Source: project management records and/or documentation from Flock Installation team. Verified testing of equipment. 2. All 37 cameras functioning and in full use by the beginning of the grant service period. <ol style="list-style-type: none"> a. Data: Number of functioning cameras and camera functionality status, date when all cameras are deemed functional b. Source: Inspection reports and confirmation from Flock Safety. Verified functionally through system testing. 3. Conduct training on use of Flock ALPR technology during shift roll calls for each of the four deployment teams and detectives for the duration of at least one Deployment period (4 weeks) <ol style="list-style-type: none"> a. Data: Number of shift roll calls and training sessions, roll call attendance rosters b. Source: Deployment Period schedules, attendance records/Sergeant Logs 4. All sworn and relevant civilian personnel will have necessary knowledge and skills to successfully use Flock ALPRs by April 1, 2024. <ol style="list-style-type: none"> a. Number of sworn and civilian personnel using technology, training documentation, records from Flock Safety. Verification through physical observation in training environment. 			

(2) Goal:	> Educate the public about Flock ALPR technology and its benefits			
Objectives (A., B., etc.)	<p>A. Develop clear and concise informational materials about the purpose, capabilities, and benefits of ALPR technology within 3 months of grant approval.</p> <p>B. Disseminate materials through the City of San Fernando website, social media platforms, public forums and community meetings within 4 months of grant approval.</p> <p>C. Present information about technology to Business Watch and Neighborhood Watch groups within 1 month of cameras being functional.</p> <p>D. Present demonstration of technology at SFPD Open House in May 2024, 2025, and 2026.</p> <p>E. Press releases announcing receipt of grant, implementation of program and various arrests related to the technology.</p> <p>F. Publicize arrests related to technology on crime blotter.</p>			
Process Measures and Outcome Measures:	<p>Process Measure: Development and dissemination of informational materials and presentations to community groups.</p> <p>Outcome Measure: Increase in public/retailer understanding and acceptance of Flock ALPR technology.</p>			
Project activities that support the identified goal and objectives:	Responsible staff/partners			
	<table border="1"> <thead> <tr> <th data-bbox="906 453 943 728">Start Date</th><th data-bbox="906 189 943 453">End Date</th></tr> </thead> <tbody> <tr> <td data-bbox="943 453 1015 728">> October 1, 2023</td><td data-bbox="943 189 1015 453">> December 31, 2026</td></tr> </tbody> </table>	Start Date	End Date	> October 1, 2023
Start Date	End Date			
> October 1, 2023	> December 31, 2026			
<ol style="list-style-type: none"> Gather data and develop public information materials and presentations. Disseminate materials via City website, social media platforms and present information in public forums and community meetings (Business Watch, Neighborhood Watch, Transportation and Public Safety Committee) Develop materials for Department Open House. Begin tracking statistics for Department Performance Measures for use when presenting information. Develop and distribute press releases 	<p>Administrative Lieutenant Management Analyst Records Manager Detective Sergeant Detective in charge of Business and Neighborhood Watch meetings. Sergeants charged with attending Transportation and Public Safety Commission.</p>			

<p>List data and sources to be used to measure outcomes:</p> <p>Data: Feedback from public forums and community meetings</p> <p>Source: Surveys and feedback forms</p> <p>Data: Website and Social Media Engagement</p> <p>Source: Analytics and User Feedback</p> <p>Data: Attendance and feedback from Business Watch and Neighborhood Watch meetings</p> <p>Source: Meeting attendance logs, notes, feedback forms.</p> <p>Data: Press release distribution</p> <p>Source: Copies of press releases with publication dates</p>

(3) Goal: > Educate and establish partnerships with local retailers			
Objectives (A., B., etc.)	<p>A. Using materials developed for Goal 2 above, educate retailers about ALPR technology, its applications, and benefits, within 4 months of grant approval.</p> <p>B. Establish monthly contact with retailers to build relationships</p>		
Process Measures and Outcome Measures:	<p>Process Measure: Engagement with local retailers via Business watch and retailer specific meetings.</p> <p>Outcome Measure: Increased reporting of retail crimes and feedback from retailers. Reduction in retail thefts demonstrated by crime stats.</p>		
Project activities that support the identified goal and objectives:		Responsible staff/partners	
		Start Date	End Date
<ol style="list-style-type: none"> 1. Gather data and develop flyers and informational materials to distribute to retailers. 2. Develop schedule for contacting local retailers 3. Develop surveys for retailers 4. Track reports of retail crimes 		October 1, 2023	December 31, 2026
		Management Analyst Sworn Officers Records Manager Detectives for Retail Crimes and Special Enforcement	
<p>List data and sources to be used to measure outcomes:</p> <p>Data: Retailer participation and feedback</p> <p>Source: Surveys and participation in Business Watch meetings</p> <p>Data: Number of reported retail crimes</p> <p>Source: Police Department records and incident reports.</p>			

(4) Goal:	> Establish interagency collaboration with other Flock users for effective crime prevention and increased crimes solved.		
Objectives (A., B., etc.)	<p>A. Schedule initial meetings with other agencies using Flock ALPR within 6 months of grant award.</p> <p>B. Develop a plan for regular contact with agencies and establish protocols for collaboration within 3 months of initial meetings with outside agencies.</p>		
Process Measures and Outcome Measures:	<p>Process Measure: Engagement and Collaboration with agencies using Flock ALPR technology.</p> <p>Outcome Measure: Established relationships with agencies using Flock technology. Documentation of monthly meetings.</p>		
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline
<ol style="list-style-type: none"> 1. Develop and/or acquire list of other agencies in Los Angeles County Region who are using Flock technology. 2. Schedule and/or participate in monthly zoom, phone, or in-person meetings with representatives from agencies. 3. Develop collaboration protocol. 		Administrative Lieutenant Management Analyst Detective, Community and Special Enforcement Detective Bureau Sergeant	<p>Start Date October 1, 2023</p> <p>End Date May 1, 2024</p>
<p>List data and sources to be used to measure outcomes:</p> <p>Data: Agreements and protocols with other agencies.</p> <p>Sources: Documentation, shared data, solved crimes</p>			

(5) Goal:	> Implement quarterly Catalytic Converter Etching Events to proactively prevent catalytic converter theft.		
Objectives (A., B., etc.)	<p>A. Order INSTAetch Catalytic Converter Etching Device, coveralls, stencils, canopy, and signs within one month of grant approval and acceptance by City Council.</p> <p>B. Develop schedule of Etching Events within one month of grant approval.</p> <p>C. Develop advertising information materials for dissemination at least one month ahead of first scheduled event.</p> <p>D. Conduct quarterly Etching Events with proper staffing and equipment beginning by January 2024.</p>		

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	Process Measures and Outcome Measures:			
Process Measure: Conduct a minimum of one Etching Event every three months.		Outcome Measure: Number of catalytic converters etched (etch at least 100 cars per event) and a decrease in the number of catalytic converter thefts.		
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
<ol style="list-style-type: none">1. Purchase four pairs of coveralls, etching device, stencils, spray paint, and signage.2. Develop flyers and other advertising materials for social media, website, and news media.3. Flyers will be distributed through City water bills each year.4. Schedule locations for Etching Events.5. Determine staff to provide etching services and provide practice time with etching device.6. Coordinate with Black/White Towing to schedule and conduct first Etching Event and quarterly events thereafter.		Management Analyst Detective Sergeant Administrative Lieutenant Black/White Towing	October 1, 2023	December 31, 2023
List data and sources to be used to measure outcomes:				
Data: Number of etching events conducted				
Source: Project documentation and event records				
Data: Attendance at etching events				
Source: Event sign-in sheets and registration forms				
Data: Number of vehicle with etched catalytic converters				
Source: Etching event records				
Data: Incidents of catalytic converter theft				
Source: Police Department records and incident reports.				



Organized Retail Theft Prevention Grant Program - Project Budget and Budget Narrative

Name of Applicant: City of San Fernando Police Department

44-Month Budget: October 1, 2023 to June 1, 2027

Note: Rows 7-16 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries & Benefits	\$39,204.00
2. Services and Supplies	\$349,960.00
3. Professional Services or Public Agencies	\$2,230.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Data Collection and Evaluation	\$75,000.00
6. Equipment/Fixed Assets	\$0.00
7. Financial Audit (Up to \$25,000)	\$25,000.00
8. Other (Travel, Training, etc.)	\$3,570.00
9. Indirect Costs	\$0.00
TOTAL	\$494,964.00

1a. Salaries & Benefits

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
Detective 1 to be paid overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2 & 3	Year 1: \$165/hour (including benefits) for 6 hours = \$990 per event for 3 events/year = \$2970/year Year 2: \$170/hour (including benefits) for 6 hours = \$1020 per event for 3 events/year = \$3060/year Year 3: \$175/hour (including benefits) for 6 hours = \$1050 per event for 3 events/year = \$3150/year	\$9,180.00
Detective 2 Overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2, & 3	Year 1: \$165/hour (including benefits) for 6 hours = \$990 per event for 3 events/year = \$2970/year Year 2: \$170/hour (including benefits) for 6 hours = \$1020 per event for 3 events/year = \$3060/year Year 3: \$175/hour (including benefits) for 6 hours = \$1050 per event for 3 events/year = \$3150/year	\$9,180.00
FTO 1 Overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2, & 3	Year 1: \$163/hour (including benefits) for 6 hours = \$978 per event for 3 events/year = \$2934/year Year 2: \$168/hour (including benefits) for 6 hours = \$1008 per event for 3 events/year = \$3024/year Year 3: \$173/hour (including benefits) for 6 hours = \$10038 per event for 3 events/year = \$3114/year	\$9,342.00
FTO 2 Overtime for 6 hours at 3 Catalytic Converter Etching Events - Years 1, 2, & 3	Year 1: \$163/hour (including benefits) for 6 hours = \$978 per event for 3 events/year = \$2934/year Year 2: \$168/hour (including benefits) for 6 hours = \$1008 per event for 3 events/year = \$3024/year Year 3: \$173/hour (including benefits) for 6 hours = \$10038 per event for 3 events/year = \$3114/year	\$9,342.00
Cadet 1 to assist with registration for Catalytic Converter Events	Year 1: \$19.00/hour for 6 hours = \$113 per event for 3 events/year = \$342/year Year 2: \$20.00/hour for 6 hours = \$120 per event for 3 events/year = \$360/year Year 3: \$21.00/hour for 6 hours = \$126 per event for 3 events/year = \$378/year	\$1,080.00
Cadet 2 to assist with registration for Catalytic Converter Events	Year 1: \$19.00/hour for 6 hours = \$113 per event for 3 events/year = \$342/year Year 2: \$20.00/hour for 6 hours = \$120 per event for 3 events/year = \$360/year Year 3: \$21.00/hour for 6 hours = \$126 per event for 3 events/year = \$378/year	\$1,080.00
		\$0.00
		\$0.00
TOTAL		\$39,204.00

1b. Salaries & Benefits Narrative:

Two 2-person teams will work on etching and marking catalytic converters. Two officers will etch, while the other two will act as safety persons. Two cadets will assist with registration and other clerical duties at each quarterly event.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Flock Safety Falcon LPR Year 1	37 Cameras @ \$3,000 each, Installation of 3 Cameras on Flock Poles @ \$650 each, and 34 Cameras @ \$150 each	\$118,050.00
Flock Safety Falcon LPR Year 2	37 Cameras @ \$3000 each	\$111,000.00
Flock Safety Falcon LPR Year 3	37 Cameras @ \$3000 each	\$111,000.00
Mark3dotpeen Etching Device with etchTab8 8"Android "Insta Etched" Tablet Computer and Shipping	1 INSTAetch Device @ \$6286, 1 eight-inch tablet @ \$200, shipping @ \$79	\$6,565.00
Stencils and Spray Paint	Set of 2 Stencils @ \$50, Spray Paint (VHT Flameproof Coating Very High Heat Flat Orange - case of 6) 18 cases @ \$82/case	\$1,526.00
Coveralls embroidered with SFPD Badge, Work Gloves, Safety Goggles	4 Coveralls @ \$60.00 each (\$240 total), 4 Pairs Men's Work Gloves @ \$12 each (\$48 total), 5-pack safety goggles @ \$31, Cleaning of Overalls \$5	\$319.00
Canopy	1 @ 1,500	\$1,500.00
		\$0.00
TOTAL		\$349,960.00

2b. Services and Supplies Narrative:

Flock Safety Falcon LPR is an infrastructure free license plate reader camera that captures unique vehicle attributes such as vehicle type, make, color, registration, missing or covered plates, bumper stickers, decal, roof racks, and bike racks. The cost of each license plate reader camera is \$3,000 annually. Thirty-four cameras will be installed on existing infrastructure at a cost of \$150 each. Three cameras will be installed with new infrastructure at a cost of \$650 each. Installation costs are one-time costs and include site & safety assessment, camera setup and testing, shipping and handling. The Year 1 project cost will be \$118,050. The project cost for Years 2 and 3 will be \$111,000. Total fixed asset costs are \$340,050.

The services and supplies budget includes safety clothing and etching/marketing supplies for the Catalytic Converter Etching Events. Supplies include INSTAetch device, stencils, spray paint (VHT Flameproof Coating Very High Heat Flat Orange), work coveralls, work gloves (HANDLANDY Mens Work Gloves Wear Resistant, Breathable & Flexible Mechanic Working Gloves), and safety goggles (YunTuo 5 Pack Safety Goggles, Protective Safety Glasses, Soft Crystal Clear Eye Protection). Pop-up canopy with PD's logo will also be purchased for shade while residents wait for their vehicles.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Sign Printing for Catalytic Converter Etching Events	4 Foam Posters (24 x 36) @ \$70 each	\$280.00
Flyer Printing for Catalytic Converter Etching Events	5000 full-color, double-sided flyers per year @ \$650 (for 3 years)	\$1,950.00
Black/White Towing	2 Tow Trucks and Drivers for each Catalytic Converter Event - Free of Charge	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$2,230.00

3b. Professional Services Narrative

Printing services will assist with publicity efforts for the Catalytic Converter Etching Events. Flyers will be sent out each year with water bills and give residents information for each event and information on where to sign up for the events. Posters will be used at the events and flyers will be used to advertise events.

Black and White Towing, a local towing company has agreed to provide trucks and drivers at each event, free of charge.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

4b. Non-Governmental Organization (NGO) Subcontracts Narrative

NA

5a. Data Collection and Evaluation

Description of Data Collection and Evaluation	Calculation for Expense	Total
Data Collection and Evaluation Expense		\$75,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$75,000.00

5b. Data Collection and Evaluation Narrative

Pursuant to the grant requirement, \$75,000 is included for data collection and evaluation of the grant project.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

6b. Equipment/Fixed Assets Narrative

NA - Equipment to be acquired with grant funds does not fit the fixed asset requirements in the instructions.

7a. Financial Audit

Description	Calculation for Expense	Total
Financial Audit by Van Landt and Fahkanel, LLC - Audit Firm		\$25,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$25,000.00

7b. Financial Audit) Narrative:

Pursuant to grant requirements, the financial Audit will be conducted by City's Outside auditing firm

8a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Travel to Sacramento for Grantee Meetings	Southwest Airline Roundtrip Ticket \$400 x 2 SFPD staff members (each year for 3 years)	\$2,400.00
Hotel Stay in Sacramento	1 night, 2 rooms @ \$150/each (each year for 3 years)	\$900.00
Meals	\$45 each for 2 staff members (each year for 3 years)	\$270.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$3,570.00

8b. Other (Travel, Training, etc.) Narrative:

Travel includes airfare, a one-night hotel stay, and meals at City reimbursement rate.

9a. Indirect Costs

For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:	Grant Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	\$0	
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	\$0	
<i>Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.</i> TOTAL	\$0	\$0

9b. Indirect Costs Narrative:

NA

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

July 7, 2023

State of California BCSS
2590 Venture Oaks Way, Ste 200
Sacramento, CA 95833

SUBJECT: Impact of City of San Fernando Police Department Theft Prevention Project

The City of San Fernando Police Department is proposing a Theft Prevention Project using BSCC Organized Retail Theft Grant funds. If awarded, the City will install 37 Flock cameras in strategic areas throughout the city, including ingress and egress points, retail locations, and at major thoroughfares. The impact of this portion of the project will be positive in that it will assist in solving theft crimes, deterring from, as well as apprehending individuals engaging in retail and catalytic converter theft. This project will also create a robust network for community collaboration in addressing safety concerns.

The City of San Fernando Police Department will also implement quarterly Catalytic Converter Etching Events. These events will serve to reduce the number of catalytic converter thefts within the community and will assist in the recovery of stolen catalytic converters as well as prosecution of individuals involved in the theft of these devices.

Implementation of the City's Theft Prevention Project as outlined in the grant proposal will positively impact businesses and residents by deterring criminal behavior, promoting collaboration between residents, businesses and the Police Department, and increasing the sense of well-being within the community.

Sincerely,

Chief Fabian Valdez
Chief of Police

POLICE DEPARTMENT

**910 FIRST STREET
SAN FERNANDO
CALIFORNIA
91340**

**OFFICE OF THE
POLICE CHIEF
(818) 898-1250**

**DETECTIVE DIVISION
(818) 898-1256**

**PATROL DIVISION
(818) 898-1267**

**RECORDS DIVISION
(818) 898-1281**

**SUPPORT SERVICES
DIVISION
(818) 898-1267**

WWW.SFCITY.ORG



June 26, 2023

Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Re: The Organized Retail Theft Prevention Grant Program

This letter is being submitted to document that Black & White Towing Inc., supports and agrees to collaborate with the City of San Fernando Police Department on its Organized Retail Theft Prevention Grant Program proposal.

As a part of this grant, Black & White Towing Inc. supports the City of San Fernando Police Department's Theft Prevention Project. We agree to work with San Fernando Police Department to ensure the success of the Theft Prevention Project by providing two tow operators and two tow trucks for six hours each, four times annually. The tow operators will perform vehicle lifts with the tow trucks to allow San Fernando Police Department Staff to etch catalytic convertors mounted underneath the vehicles.

Black & White Towing Inc. is proud to collaborate in this community outreach effort in supporting the prevention or deterrent in the proliferation of catalytic convertors thefts.

Signed by:

Robert Ordelle

President/CEO

Black & White Towing Inc.

10857 San Fernando Road, Pacoima, CA 91331

Phone: (818) 896-9511 Fax: (818) 896-1031

Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to Department employees that affirms the San Fernando Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the Department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Penal Code § 13519.4).

401.2 POLICY

The San Fernando Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this Department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.3.1 CALIFORNIA RELIGIOUS FREEDOM ACT

Employees shall not collect information from a person based on religious belief, practice, affiliation, national origin or ethnicity unless permitted under state or federal law (Government Code § 8310.3).

Employees shall not assist federal government authorities (Government Code § 8310.3):

- (a) In compiling personal information about a person's religious belief, practice, affiliation, national origin or ethnicity.
- (b) By investigating, enforcing or assisting with the investigation or enforcement of any requirement that a person register with the federal government based on religious belief, practice, or affiliation, or national origin or ethnicity.

San Fernando Police Department

San Fernando PD Policy Manual

Bias-Based Policing

401.4 EMPLOYEE RESPONSIBILITIES

Every employee of this Department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Employees should, when reasonable to do so, intervene to prevent any biased-based actions by another employee.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING OF STOPS

Unless an exception applies under 11 CCR 999.227, commencing January 1, 2022, an officer conducting a stop of a person shall collect the data elements required by 11 CCR 999.226 for every person stopped and prepare a stop data report. When multiple officers conduct a stop, the officer with the highest level of engagement with the person shall collect the data elements and prepare the report (11 CCR 999.227).

If multiple agencies are involved in a stop and the San Fernando Police Department is the primary agency, the San Fernando Police Department officer shall collect the data elements and prepare the stop data report (11 CCR 999.227).

The stop data report should be completed by the end of the officer's shift or as soon as practicable (11 CCR 999.227).

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) The Chief Of Police or his/her designee should periodically review MAV recordings, portable audio/video recordings, Mobile Digital Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with the policy.
 - (a) The Chief of Police or his/her designee should document these periodic reviews.

San Fernando Police Department

San Fernando PD Policy Manual

Bias-Based Policing

- (b) Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any employee of this Department who discloses information concerning bias-based policing.

401.6 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

The Chief of Police or his/her designee shall ensure that all data required by the California Department of Justice (DOJ) regarding complaints of racial bias against officers is collected and provided to the Records Supervisor for required reporting to the DOJ (Penal Code § 13012; Penal Code § 13020). See the Records Bureau Policy.

Supervisors should ensure that data stop reports are provided to the Records Supervisor for required annual reporting to the DOJ (Government Code § 12525.5) (See Records Bureau Policy). Such annual reports shall be submitted annually with the first round of such reports due on or before April 1, 2023.

401.7 ADMINISTRATION

Each year, the Support Services Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police.

The annual report should not contain any identifying information about any specific complaint, member of the public or officers. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service.

Supervisors should review the annual report and discuss the results with those they are assigned to supervise.

401.8 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Training supervisor.

- (a) All sworn officers of this Department will be scheduled to attend Peace Officer Standards and Training (POST)-approved training on the subject of bias-based policing.
- (b) Pending participation in such POST-approved training and at all times, all officers of this Department are encouraged to familiarize themselves with and consider racial and cultural differences among members of this community.
- (c) Each sworn officer of this Department who received initial bias-based policing training will thereafter be required to complete an approved refresher course every five years, or sooner if deemed necessary, in order to keep current with changing racial, identity and cultural trends (Penal Code § 13519.4(i)).

Public Safety Video Surveillance System

341.1 PURPOSE AND SCOPE

This policy provides guidance for the placement and monitoring of department public safety video surveillance, as well as the storage and release of the captured images.

This policy only applies to overt, marked public safety video surveillance systems operated by the Department. It does not apply to mobile audio/video systems, covert audio/video systems or any other image-capturing devices used by the Department.

341.2 POLICY

The San Fernando Police Department operates a public safety video surveillance system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

341.3 OPERATIONAL GUIDELINES

Only department-approved video surveillance equipment shall be utilized. Employees authorized to monitor video surveillance equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists. The Chief of Police or the authorized designee shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

341.3.1 PLACEMENT AND MONITORING

Camera placement will be guided by the underlying purpose or strategy associated with the overall video surveillance plan. As appropriate, the Chief of Police should confer with other affected City divisions and designated community groups when evaluating camera placement. Environmental factors, including lighting, location of buildings, presence of vegetation or other obstructions, should also be evaluated when determining placement.

The cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high-value or high-threat areas. The public video surveillance system may be useful for the following purposes:

- (a) To prevent, deter and identify criminal activity.
- (b) To target identified areas of gang and narcotics complaints or activity.
- (c) To respond to critical incidents.

Public Safety Video Surveillance System

- (d) To assist in identifying, apprehending and prosecuting offenders.
- (e) To document officer and offender conduct during interactions to safeguard the rights of the public and officers
- (f) To augment resources in a cost-effective manner.
- (g) To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. Images should be transmitted to monitors installed in the office and the Communications Center. When activity warranting further investigation is reported or detected at any camera location, the available information should be provided to responding officers in a timely manner. The Watch Commander or trained the Communications Center personnel are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

The Chief of Police may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by other than police personnel, such as allied government agencies, road or traffic crews, or fire or emergency operations personnel.

Unauthorized recording, viewing, reproduction, dissemination or retention is prohibited.

341.3.2 CAMERA MARKINGS

All public areas monitored by public safety surveillance equipment shall be marked in a conspicuous manner with appropriate signs to inform the public that the area is under police surveillance. Signs should be well lit, placed appropriately and without obstruction to ensure visibility.

341.3.3 INTEGRATION WITH OTHER TECHNOLOGY

The Department may elect to integrate its public safety video surveillance system with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, facial recognition and other video-based analytical systems may be considered based upon availability and the nature of department strategy.

The Department should evaluate the availability and propriety of networking or otherwise collaborating with appropriate private sector entities and should evaluate whether the use of certain camera systems, such as pan-tilt-zoom systems and video enhancement or other analytical technology, requires additional safeguards.

341.4 VIDEO SUPERVISION

Supervisors should monitor video surveillance access and usage to ensure employees are within department policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

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Public Safety Video Surveillance System

341.4.1 VIDEO LOG

A log should be maintained at all locations where video surveillance monitors are located. The log should be used to document all persons not assigned to the monitoring locations who have been given access to view or monitor images provided by the video surveillance cameras. The logs should, at a minimum, record the:

- (a) Date and time access was given.
- (b) Name and agency of the person being given access to the images.
- (c) Name of person authorizing access.
- (d) Identifiable portion of images viewed.

341.4.2 PROHIBITED ACTIVITY

Public safety video surveillance systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target individuals or groups based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.

Video surveillance equipment shall not be used to harass, intimidate, or discriminate against any individual or group.

341.5 STORAGE AND RETENTION OF MEDIA

All downloaded media shall be stored in a secure area with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium and booked into evidence in accordance with established evidence procedures. All actions taken with respect to retention of media shall be appropriately documented.

The type of video surveillance technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings should be stored and retained in accordance with the established records retention schedule and for a minimum of one year. Prior to destruction, written consent shall be obtained from the City Attorney. If recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved (Government Code § 34090.6).

Any recordings needed as evidence in a criminal or civil proceeding shall be copied to a suitable medium and booked into evidence in accordance with current evidence procedures.

341.5.1 EVIDENTIARY INTEGRITY

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, digital masking of innocent or uninvolved individuals to preserve anonymity, authenticity certificates and date and time stamping, shall be used as appropriate to preserve

San Fernando Police Department

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Public Safety Video Surveillance System

individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

341.6 RELEASE OF VIDEO IMAGES

All recorded video images gathered by the public safety video surveillance equipment are for the official use of the San Fernando Police Department.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for department public records.

Requests for recorded images from other law enforcement agencies shall be referred to the Support Services Commander for release in accordance with a specific and legitimate law enforcement purpose.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

341.7 VIDEO SURVEILLANCE AUDIT

The Chief of Police or the authorized designee will conduct an annual review of the public safety video surveillance system. The review should include an analysis of the cost, benefit and effectiveness of the system, including any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.

The results of each review shall be appropriately documented and maintained by the Chief of Police or the authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly addressed.

341.8 TRAINING

All department employees authorized to operate or access public video surveillance systems shall receive appropriate training. Training should include guidance on the use of cameras, interaction with dispatch and patrol operations and a review regarding relevant policies and procedures, including this policy. Training should also address state and federal law related to the use of video surveillance equipment and privacy.

APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

	Name	Title	Organization / Agency
1	Ryan Allain	Director	Government Affairs, California Retailers Association
2	Chesa Boudin	Executive Director	Criminal Law & Justice Center – UC Berkeley School of Law
3	Michelle Brown	Retired Chief Probation Officer	San Bernardino County
4	Derek Casebeer	Chief Deputy	Sacramento County Probation Department
5	Tracie Cone	Public Information Officer	Board of State and Community Corrections
6	Jason Craven	Officer	CA Highway Patrol Organized Retail Crime Task Force & Sacramento County Auto Theft Suppression Task Force
7	Jason Daughrity	Retired CHP Captain	Commander of Field Support Section
8	Sandra Dinong	Associate Governmental Program Analyst	Board of State and Community Corrections
9	Evonne Garner	Retired Deputy Director	Board of State and Community Corrections
10	Mary Jolls	Retired Deputy Director	Board of State and Community Corrections
11	Nicole Kirkaldy	Restorative Justice and Diversion Program Director	Yolo County District Attorney's Office
12	Mercedes Morales	Associate Governmental Program Analyst	Board of State and Community Corrections
13	Ryan Okimura	Staff Services Manager I	Board of State and Community Corrections
14	Nancy O'Malley	Retired District Attorney	Alameda County
15	Chelsea Paez	Staff Services Manager I	Board of State and Community Corrections
16	Bao Phan	Associate Governmental Program Analyst	Board of State and Community Corrections
17	Rodney Rego	Captain	Elk Grove Police Department
18	Michelle Solorzano	Sr. Project Manager	City of El Monte
19	Ashley Taylor	Associate Governmental Program Analyst	Board of State and Community Corrections
20	Eric Taylor	Sheriff	San Benito County

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

The Organized Retail Theft Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Organized Retail Theft Grant Program Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Organized Retail Theft Grant Program grantee;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted part meets the requirements
4. Sign and Submit to the BSCC

NOTE: If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Contracted Party" field and sign the document.

¹ For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

San Fernando PD
BSCC 1169-23
Page 2 of 2

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

Provide your agency name and in the table list information for all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

*Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)				
NAME OF AUTHORIZED OFFICER		TITLE		TELEPHONE NUMBER
STREET ADDRESS		CITY	STATE	ZIP CODE
EMAIL ADDRESS				
SIGNATURE X			DATE	

RESOLUTION NO. 8261

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024
ADOPTED ON JUNE 20, 2023, REGARDING ALLOCATION OF FUNDS FOR
BOARD OF STATE AND COMMUNITY CORRECTIONS ORGANIZED RETAIL
THEFT GRANT**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office, was adopted on June 20, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The following adjustments are made to the City Budget:

**ALLOCATION OF FUNDS FOR BUREAU OF STATE AND COMMUNITY CORRECTIONS (BSCC)
ORGANIZED RETAIL THEFT (ORT) GRANT**

Increase in Revenues	<u>\$494,964</u>
Account No. 110-3696-3678	

Increase in Expenditures	<u>\$494,964</u>
Account No. 110-220-3678-4500	
Account No. 110-220-3678-4260	
Account No. 110-220-3678-4105	
Account No. 110-220-3678-4300	

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 16th day of OCTOBER 2023.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8261 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of April, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kenneth Jones, Management Analyst

Date: October 16, 2023

Subject: Consideration to Adopt a Resolution Setting the Transportation and Public Safety Commission Meeting Date and Time

RECOMMENDATION:

It is recommended that the City Council Adopt Resolution No. 8263 (Attachment "A") establishing a new meeting day and time for the Transportation and Public Safety Commission.

BACKGROUND:

1. On September 6, 2023, the Transportation and Public Safety Commission (Commission) requested City staff to agendaize, for the October 4, 2023 meeting, a discussion on the need for, and the process for, changing the day of the week the Commission meetings are held.
2. At the October 4, 2023 Commission meeting, City staff reported to the Commission that per the Municipal Code, the day and time of the Commission meeting is established by resolution. The Commission recommended that City staff request on its behalf that the City Council approve a resolution formally changing the day and time for Commission meetings to the first Thursday of each month at 6:00 p.m.

ANALYSIS:

The Commission currently meets on the first Wednesday of the month at 6:00 p.m. The Commission proposed that a new meeting day be set to allow for optimum attendance at the meetings by existing Commissioners and to avoid scheduling conflicts. The Commission requested staff to make a formal request to the City Council to change the meeting date to the first Thursday of each month at 6:00 p.m.

Consideration to Adopt a Resolution Setting the Transportation and Public Safety Commission Meeting Date and Time

Page 2 of 2

Per the San Fernando City Code:

Sec. 90-73. - Meetings generally. *The members of the transportation and public safety commission shall meet at such time and place as may be fixed by resolution and may hold such other meetings as from time to time may be called in the form and manner required by law.*

(Code 1957, § 13.26.1; Ord. No. 1709 , § 2, 4-18-2022)

Therefore, in accordance with the San Fernando City Code, staff has prepared a resolution for adoption to formally establish a new meeting day and time for the Transportation and Public Safety Commission's regular monthly meetings, changing from the first Wednesday to the first Thursday with the same start time as 6:00 p.m.

The process for changing the day and time for commission meetings has been varied over the years, ranging from a commission approving a motion to set their own meeting day and time to a commission requesting approval by the City Council. To standardize the process moving forward, staff will present requests to change the day and/or time of a commission meeting to City Council for approval by resolution. This will provide better transparency to the City Council and the community as it relates to the regular day and time of City commission meetings.

BUDGET IMPACT:

Adopting the resolution has no additional fiscal impact on the Fiscal Year 2023-2024 Adopted Budget.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8263 establishing a new meeting day and time for the Transportation and Public Safety Commission.

ATTACHMENT:

A. Resolution No. 8263

RESOLUTION NO. 8263**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA APPROVING TRANSPORTATION AND PUBLIC SAFETY
COMMISSION'S REQUEST TO CHANGE THE DAY AND TIME OF REGULAR
MONTHLY COMMISSION MEETINGS**

WHEREAS, the Transportation and Public Safety Commission (Commission) holds their regularly scheduled monthly Commission meetings on the first Wednesday of the month beginning at 6:00 pm.; and

WHEREAS, on September 6, 2023, the Transportation and Public Safety Commission requested City staff to agendaize, for the October 4, 2023 meeting, a discussion on the need for and the process of changing the day of the week the Commission meetings are held; and

WHEREAS, at the October 4, 2023 Commission meeting, City staff reported to the Commission that per the Municipal Code, the day and time of the Commission meeting is established by resolution. The Commission recommended that City staff request on its behalf that the City Council approve a resolution formally changing the day and time for Commission meetings to the first Thursday of each month at 6:00 pm.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. **Recitals.** The City Council finds that the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. **Findings.** The City Council, as consideration of the Transportation and Public Safety Commission request, approves the proposed new day and time setting the Transportation and Public Safety Commission's regularly scheduled monthly meeting to the first Thursday of each month, beginning at 6:00 pm. The new meeting day would allow for optimum Commissioner attendance at the meetings and to avoid scheduling conflicts.

SECTION 3. **Effective Date.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 16th day of October, 2023.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8263 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of October, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of October, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development
Marina Khrustaleva, Associate Planner

Date: October 16, 2023

Subject: Consideration to Approve a Second Reading to Adopt Ordinance No. 1719 Approving a Zone Text Amendment to the San Fernando Municipal Code, Section 106-182, Project No. ZTA2023-002 to Grant Discretion to the Planning and Preservation Commission or the City Council to Waive or Modify Certain Standard Conditions for the Approval of Conditional Use Permits Authorizing the Sale of Alcoholic Beverages

RECOMMENDATION:

It is recommended that the City Council approve for second reading, in title only, and waive all further readings to adopt Ordinance No. 1719 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, approving a Zoning Text Amendment (Project No. ZTA2023-002) to the San Fernando Municipal Code, Section 106-182, Standard Conditions, to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages."

BACKGROUND:

1. The San Fernando Municipal Code (SFMC), Chapter 106 (Zoning), was adopted in 1957. In 1985, Subdivision II (On-Site and Off-Site Sale of Alcoholic Beverages) of Chapter 106 was amended to include SFMC Section 106-182 (Standard Conditions) (hereinafter "Section 106-182").
2. On March 13, 2023, the Planning Division received a Conditional Use Permit (CUP) application for a type 21-alcohol license to permit the sale of beer, wine, and distilled spirits for off-site consumption and a request for a Letter of Public Convenience or Necessity.
3. In review of the architectural plans submitted with the application, staff identified several standard conditions of approval required by the Zoning Code the applicant would not be able to meet without modification of the condition or reconstruction of the site. Staff informed

Consideration to Approve a Second Reading to Adopt Ordinance No. 1719 Approving a Zone Text Amendment to the San Fernando Municipal Code, Section 106-182, Project No. ZTA2023-002 to Grant Discretion to the Planning and Preservation Commission or the City Council to Waive or Modify Certain Standard Conditions for the Approval of Conditional Use Permits Authorizing the Sale of Alcoholic Beverages

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the applicant resulting in the applicant considering submitting a Zoning Text Amendment application.

4. On August 3, 2023, the Planning Division received a request for a Zoning Text Amendment (ZTA) from the Target Corporation. The ZTA requested an amendment to the standard conditions of approval imposed for alcohol-related CUPs.
5. On September 11, 2023, the Planning and Preservation Commission adopted Resolution No. 2023-002 recommending that the City Council adopt an ordinance amending the San Fernando Municipal Code, Chapter 106 (Zoning) Section 106-182 (Standard Conditions) to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages.
6. On October 2, 2023, the City Council conducted a public hearing and voted 3-0 to approve a Zone Text Amendment to amend San Fernando Municipal Code Section 106-182, and introduced Ordinance No. 1719 for adoption.

ANALYSIS:

A Zoning Code is a set of rules established to regulate land use and development designed to promote orderly and compatible land use while safeguarding community well-being. The City of San Fernando recognizes the importance of revitalizing its commercial areas. To achieve this goal, it supports businesses that engaged in hospitality, entertainment, recreation, and other related activities, which may include the sale of alcoholic beverages as part of their operations. The sale and service of alcohol in the City have traditionally been of significant public interest due to potential social, economic, and safety concerns associated with alcohol-related activities. As a regulatory agency, the City has a vested interest in regulating the sale and service of alcohol. This includes setting operational conditions that align with the City's redevelopment strategies for commercial areas and ensure the public health, safety, and welfare of the community.

Chapter 106 of SFMC, referred to as San Fernando Zoning Code, mandates that businesses seeking to sell or serve alcohol in commercial districts must obtain a Conditional Use Permit (CUP). This section outlines specific operational requirements and standards conditions for the approval of a CUP for either on-site and/or off-site consumption of alcohol. The approval of a CUP involves a public hearing conducted by the Planning and Preservation Commission, during which conditions of approval may be set.

Consideration to Approve a Second Reading to Adopt Ordinance No. 1719 Approving a Zone Text Amendment to the San Fernando Municipal Code, Section 106-182, Project No. ZTA2023-002 to Grant Discretion to the Planning and Preservation Commission or the City Council to Waive or Modify Certain Standard Conditions for the Approval of Conditional Use Permits Authorizing the Sale of Alcoholic Beverages

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The standard conditions for the approval were crafted to prevent negative impacts associated with alcohol sales and services. However, these standard conditions, as currently outlined in the Zoning Code, pose certain challenges for large retail establishments like a Target store, particularly in the context of selling alcoholic beverages due to building design and retail floor layout. In recognition of these challenges, Target Corporation submitted an application to amend the Zoning Code.

Proposed Zoning Text Amendment.

The proposed Zoning Text Amendment adds subsection (d) to Section 106-182 to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages, as follows:

The Planning Commission or the City Council, whichever the case may be, may waive or modify the enumerated standard conditions, based upon the particular circumstances of the proposed use and provided the required findings for the approval of a conditional use permit as set forth under Section 106-145 can be made despite the exclusion or modification of certain standard conditions and the following additional findings are made:

(1) The condition(s) is/are unnecessary or infeasible given the proposed use or are less stringent than, or in conflict with, more stringent conditions and requirements of the alcohol sales license issued by the California Department of Alcoholic Beverage Control under which the contemplated sales are authorized.

(2) The applicant has submitted information that is substantial and compelling to support the waiver or modification of the enumerated standard(s).

This proposed amendment aims at introducing flexibility in applying appropriate conditions of approval for individual CUPs. This approach acknowledges that each business, particularly large retailers like Target, may have unique circumstances, including their location, operations, and building design, that make strict adherence to certain standard conditions infeasible.

City Council Consideration.

Pursuant to Section 9.2 ADOPTION, (SECOND READING), if an Ordinance was unanimously approved at the time of introduction, adoption (second reading) of the ordinance may be placed on the Consent Calendar with the recommendation that City Council waive full reading of the ordinance and adopt by title only.

On October 2, 2023, the City Council unanimously introduced proposed Ordinance No. 1719, approving a Zone Text Amendment (ZTA 2023-002) to amend Section 106-182 of the San Fernando Municipal Code relating to modifications of standard conditions for the approval of

Consideration to Approve a Second Reading to Adopt Ordinance No. 1719 Approving a Zone Text Amendment to the San Fernando Municipal Code, Section 106-182, Project No. ZTA2023-002 to Grant Discretion to the Planning and Preservation Commission or the City Council to Waive or Modify Certain Standard Conditions for the Approval of Conditional Use Permits Authorizing the Sale of Alcoholic Beverages

Page 4 of 4

Conditional Use Permits authorizing the sale of alcoholic beverages. Therefore, proposed Ordinance No. 1719 is presented on the Consent Calendar for adoption by the City Council. If the City Council approves the second reading of Ordinance No. 1719 on October 16, 2023, it will be effective on November 16, 2023.

Environmental Review.

Pursuant to the California Environmental Quality Act (CEQA), the adoption of proposed Zone Text Amendment is exempt under CEQA Guidelines Section 15061(b)(3) (the “common sense exemption”) since it can be seen with certainty that the adoption of the Zoning Text Amendment for Section 106-182, Standard Conditions, will not have a significant impact on the environment, and Section 15378 (“not a project”) because no new development is proposed and the updated regulations do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (14 CCR §§15378, 15060(c)(2)-(3)).

BUDGET IMPACT:

The Zone Text Amendment application includes a fee set by the Annual Fee Schedule for City Services adopted by the City Council with the most recent version approved on June 5, 2023. The Fee Schedule establishes planning fees at levels to recover costs of providing services, including staff costs, in accordance with Chapter 9 (“User Fees and Service Charges”) of the City Council General Financial Policy.

CONCLUSION:

Staff recommends that the City Council approve a second reading, in title only, and waive all further readings to adopt Ordinance No. 1719 “An Ordinance of the City Council of the City of San Fernando, California, approving a Zoning Text Amendment (Project No. ZTA2023-002) to the San Fernando Municipal Code, Section 106-182, Standard Conditions, to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages.”

ATTACHMENTS:

A. Ordinance No. 1719, including:

Exhibit A: Updates to San Fernando Municipal Code (SFMC) Section 106-182, Standard Conditions

ORDINANCE NO. 1719

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A ZONING TEXT AMENDMENT (PROJECT NO. ZTA2023-002) TO AMEND SAN FERNANDO MUNICIPAL CODE SECTION 106-182, STANDARD CONDITIONS, TO GRANT DISCRETION TO THE PLANNING AND PRESERVATION COMMISSION OR THE CITY COUNCIL TO WAIVE OR MODIFY CERTAIN STANDARD CONDITIONS FOR THE APPROVAL OF CONDITIONAL USE PERMITS AUTHORIZING THE SALE OF ALCOHOLIC BEVERAGES

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that residential and commercial development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, in 1957, the San Fernando Municipal Code (SFMS), Chapter 106 – Zoning, was adopted; in 1985, Subdivision II (On-Site and Off-Site Sale of Alcoholic Beverages) of Chapter 106 was amended to include SFMC Section 106-182 (Standard Conditions) (hereinafter "Section 106-182"); and

WHEREAS, Section 106-182 establishes various operating requirements and conditions for the approval of Conditional Use Permits ("CUP") seeking authorization for off-site and/or on-site alcohol sales; and

WHEREAS, Section 106-19 (Zoning text amendments) to the SFMC ("Section 106-19") authorizes the amendment of zoning texts upon the recommendation of the Planning and Preservation Commission "whenever required by public necessity, convenience and general welfare"; and

WHEREAS, on August 3, 2023, the Planning Division received a request for a Zoning Text Amendment (ZTA) from the Target Corporation, and the ZTA requested an amendment to the standard conditions of approval imposed for alcohol-related CUPs; and

WHEREAS, on September 11, 2023, the Planning and Preservation Commission, as part of its regular meeting, conducted a duly noticed public hearing on the proposed revisions to Section 106-182 (Standard Conditions), received testimony and voted 3-0 to adopt Resolution No. 2023-002 recommending that the City Council adopt an ordinance amending the San Fernando Municipal Code, Chapter 106 (Zoning) Section 106-182 (Standard Conditions) to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages; and

WHEREAS, on September 21, 2023, a notice of a public hearing to be held on October 2, 2023, was published, for the City Council to consider and approve a proposed Ordinance No. 1719 to amend Section 106-182, Standard Conditions, to grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages (Project No. ZTA2023-002); and

WHEREAS, October 2, 2023, the City Council conducted a duly noticed public hearing on the proposed Project No. ZTA2003-002 to amend Section 106-182, Standard Conditions, and all testimony was received and made a part of the public record; and

WHEREAS, the City Council has duly considered all information presented to it, including the Planning and Preservation Commission findings, PPC Resolution No. 2023-002, written staff reports, any testimony provided at the public hearing regarding Project No. ZTA2003-002, and considered adoption of Ordinance No. 1719 to approve an amendment to Section 106-182, Standard Conditions; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have been met.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals:

The above recitals are true and correct and incorporated fully in reference.

SECTION 2. Zoning Text Amendment Findings:

Pursuant to San Fernando City Code Section 106-19, the following findings for adoption of the proposed amendment to the San Fernando Zoning Code are made in a positive manner as follows:

- a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed Zoning Text Amendment (Project No. ZTA2023-002) will grant discretion to the Planning and Preservation Commission or the City Council to waive or modify certain standard conditions for the approval of Conditional Use Permits authorizing the sale of alcoholic beverages. The proposed amendment is consistent with the objectives, policies, general land uses, and programs of the City's General Plan, and would allow the City to provide a greater range of retail services to its residents and help the economic viability of commercial areas.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed Zoning Text Amendment would not be detrimental to the public interest because the decision maker retains the authority to impose the standard conditions as necessary to protect the public welfare.

SECTION 3. Zoning Text Amendment:

The proposed Zoning Text Amendment adds subsection (d) to Section 106-182 as written below and set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference:

Section 106-182(d)

The Planning Commission or the City Council, whichever the case may be, may waive or modify the enumerated standard conditions, based upon the particular circumstances of the proposed use and provided the required findings for the approval of a conditional use permit as set forth under Section 106-145 can be made despite the exclusion or modification of certain standard conditions and the following additional findings are made:

(1) The condition(s) is/are unnecessary or infeasible given the proposed use or are less stringent than, or in conflict with, more stringent conditions and requirements of the alcohol sales license issued by the California Department of Alcoholic Beverage Control under which the contemplated sales are authorized.

(2) The applicant has submitted information that is substantial and compelling to support the waiver or modification of the enumerated standard(s).

SECTION 4. CEQA Finding:

Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the “common sense exemption”) since it can be seen with certainty that the adoption of the Zoning Text Amendment for Section 106-182, Standard Conditions, will not have a significant impact on the environment and Section 15378 (“not a project”) because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 5. Severability:

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Authority and Term of Ordinance:

The City Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. The City Clerk shall further certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of the Council of this City of San Fernando.

SECTION 7. Effective Date:

This Ordinance shall go into effect and be in full force effective at 12:01 a.m. on the thirty-first (31st) day after its passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this 16th day of October, 2023.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard A. Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1719 which was introduced on October 2, 2023 and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the 16th day of October, 2023 by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, 2023.

Julia Fritz, City Clerk

**Proposed zoning text amendment
to the City of San Fernando Municipal Code (ZTA2023-002)**

Sec. 106-182. - Standard Conditions.

- (a) In addition to those conditions of approval which the planning and preservation commission may otherwise impose, all off-sale CUPs shall be subject to the following standard conditions:
- (1) No beer or wine shall be displayed within five feet of the cash register or the front door unless such item is in a permanently affixed cooler.
 - (2) No display or sale of alcoholic beverages shall be made from an ice tub. An "ice tub" is a vessel filled with ice that displays single servings of alcoholic beverages for customer self-service.
 - (3) No sale of alcoholic beverages shall be made from a walk-up or drive-in window.
 - (4) Alcoholic beverages and non-alcoholic beverages shall be stocked and displayed separately.
 - (5) The sales area shall be located so that the clerk and customer are fully visible from the street at the time of the sales transaction.
 - (6) The cash register and sales area shall be illuminated so as to provide clear observation for law enforcement surveillance.
 - (7) Alcoholic beverages shall not be consumed on the premises.
 - (8) No off-sale outlet selling alcohol may use a self-service checkout system.
 - (9) Interior and exterior signs stating the consumption of alcoholic beverages on the premises is prohibited by law shall be conspicuously posted onsite.
- (b) In addition to those conditions of approval which the planning and preservation commission may otherwise impose, all on-sale CUPs shall be subject to the following standard conditions:
- (1) Alcoholic beverages shall not be permitted to be consumed in the parking area or other exterior areas of the premises, except for designated outdoor areas approved as part of the CUP application;
 - (2) Alcoholic beverages shall not be sold for consumption off the premises;

- (3) The hours of operation, including deliveries to the proposed establishment, shall be reviewed and approved by the planning commission as part of the CUP application in order to ensure compatibility with the surrounding area;
 - (4) All employees who serve or sell alcoholic beverages shall successfully complete a responsible beverage service training program that meets the requirements of ABC. Records of such training shall be maintained on the premises and made available to the police department personnel upon request;
- (c) In addition to those conditions of approval which the planning and preservation commission may otherwise impose, both off-sale and on-sale CUPs shall be subject to all of the following standard conditions:
- (1) Loitering in the public right-of-way, parking area and in front of adjacent properties is prohibited.
 - (2) Windows shall comply with the city's sign regulations in order to provide clear and unobstructed view of the cash register and sales area from the parking lot and street. Exceptions for on-sale outlets may be reviewed and approved by the chief planning official.
 - (3) The following signs shall be conspicuously posted onsite:
 - Exterior signs referencing Penal Code § 602.1. Such signs shall be clearly visible from the establishment's parking area and shall include the police department's phone number.
 - An interior sign in English and Spanish stating: "We ID everyone under 26 years of age for alcohol sales" with minimum dimensions of eight inches by 11 inches.
 - (4) Exterior public telephones that permit incoming calls shall not be located on the premises.
 - (5) Electronic games, including video games, shall not be located on the premises.
 - (6) Exterior lighting of the parking area shall provide adequate lighting for patrons while not producing glare or light spillover disturbing surrounding residential or commercial areas.
 - (7) A security camera system approved by the police department shall be installed on the premises and shall be maintained in proper working order at all times. The security camera system shall be subject to inspection by the police department. The system must be capable of producing retrievable images on film or tape that can be made a permanent record and that can be enlarged through projection or other means. The video or digital recordings generated by the system shall be maintained for a period of 30 days.

- (8) The establishment shall implement preventive architectural design features as approved by the chief of police and the chief planning official in order to maintain a secure site by controlling access to the facility, open sight lines, adequate lighting levels, ambient noise levels and circulation patterns.
- (9) Special security measures such as security guards, door monitors, and burglar alarms systems may be required as a condition of approval with final determination made by the chief of police and the chief planning official on a case-by-case basis.
- (10) Litter and trash receptacles shall be located at convenient locations both inside and outside the establishment, and trash and debris shall be removed on a daily basis.
- (11) The exterior of the establishment, including all signs, accessory buildings and structures shall be maintained free of litter and graffiti at all times. All graffiti shall be removed from the premises within 24 hours of its discovery.
- (12) With regard to those CUP applications that are approved based in part upon the fact that alcohol sales on the premises are incidental to the sale of other products, proof satisfactory to the chief planning official shall be annually submitted to show that the sale of alcohol has remained incidental to the sale of other products.
- (13) Within 30 days of approval of the CUP, applicant shall certify his or her acceptance of the conditions placed on the approval by signing a statement that he or she accepts and shall be bound by all of the conditions.
- (14) Violation of, or noncompliance with, any of the conditions shall constitute grounds for revocation of the CUP.
- (15) Expansion or enlargement of the business premises over the life of the structure or the use shall be subject to the CUP approval process.

(d) The Planning Commission or the City Council, whichever the case may be, may waive or modify the enumerated standard conditions, based upon the particular circumstances of the proposed use and provided the required findings for the approval of a conditional use permit as set forth under Section 106-145 can be made despite the exclusion or modification of certain standard conditions and the following additional findings are made:

- (1) The condition(s) is/are unnecessary or infeasible given the proposed use or are less stringent than, or in conflict with, more stringent conditions and requirements of the alcohol sales license issued by the California Department of Alcoholic Beverage Control under which the contemplated sales are authorized.
- (2) The applicant has submitted information that is substantial and compelling to support the waiver or modification of the enumerated standard(s).

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development
Kenya Marquez, Housing Coordinator

Date: October 16, 2023

Subject: Consideration to Accept Measure H Funds from Los Angeles County for Homeless Services and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept Los Angeles County Measure H Funds in the amount of \$25,576 (Attachment "A");
- b. Adopt Resolution No. 8262 (Attachment "B") to increase the Operating Grants (Fund 028) revenues and expenditures by \$25,576 for Fiscal Year (FY) 2023-2024; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On February 16, 2021, the City Council established a Homelessness Ad Hoc Committee (Councilmembers Montañez and Rodriguez) to work with a City Homeless Task Force (HTF) comprised of staff from Administration, Community Development, Police, Public Works and Recreation and Community Services departments to develop policy recommendations in addressing homelessness in San Fernando, including but not limited to, the review of consultants that would prepare a Homelessness Action Plan.
2. On May 3, 2022, the Los Angeles County Board of Supervisors approved a motion to implement the New Framework to End Homelessness in Los Angeles County, which focuses on three key partners – (1) Rehousing System; (2) Mainstream County Government Systems; and (3) Partnerships with Cities. Each partner will collaborate on five actions: a) Coordinate, b) Prevent, c) Connect, d) House, and e) Stabilize.

Consideration to Accept a Los Angeles County Measure H Funds and Approve a Resolution to Appropriate the Funds

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3. On May 17, 2022, the Board delegated authority to the Chief Executive Officer, or her designee, to enter into and/or amend multi-year service contracts, memoranda of understanding, or funding agreements with local jurisdictions administering homeless services programs with Board approved funding. On September 6, 2022, the City Council adopted Resolution No. 8164 approving the City of San Fernando Homelessness Action Plan, a comprehensive strategy to address homelessness over the next five years.
4. On January 23, 2023, cities were informed of their annual allocation amount through the various LA County Council of Governments (COGs).
5. On March 27, 2023, the City of San Fernando submitted the Statement of Work (SOW) package for the Local Solutions Fund allocation to the LA County Homeless Initiative office. The SOW submitted by staff supports implementation of the City's adopted Homeless Action Plan.
6. On April 17, 2023, the City Council approved a Contract Services Agreement with North Valley Caring Services in an amount not-to-exceed \$175,000 for street outreach for individuals experiencing homelessness.
7. On July 1, 2023, the Fiscal Year 2023-24 funds became available.
8. On August 30, 2023, the City of San Fernando entered into a funding agreement with the Los Angeles County for Homeless Services (Contract No. HI-23-011) in the amount of \$25,576.

ANALYSIS:

The City of San Fernando Homelessness Action Plan (Plan) was adopted on September 6, 2022, as a 5 year comprehensive strategy to address the needs of City residents experiencing or at-risk of homelessness. The plan focuses on three guiding priorities, supported by strategies aimed at addressing three key goals in San Fernando (further information may be found in Attachment "A"). The priorities and goals are as follows:

Priority	Goal
1. Develop City's Capacity to Better Prevent and End Homelessness	Establish a Homelessness Response Center led by identified departmental lead and supported by established homelessness-dedicated staff positions.
2. Address the Service Needs of People Experiencing Unsheltered Homelessness	Strive to eliminate unsheltered homelessness in San Fernando.

Consideration to Accept a Los Angeles County Measure H Funds and Approve a Resolution to Appropriate the Funds

Page 3 of 5

Priority	Goal
3. Focus on Root Causes to Prevent Homelessness	Seek to increase the number of individuals diverted from the homelessness response system by leveraging strategic partnerships with upstream services and building in mechanisms to measure success.

Since the adoption of the Homelessness Action Plan in 2022, significant progress has been made in achieving Priorities 1 and 2. Several key efforts have been undertaken to address homelessness in our community. These include the appointment of a Housing Coordinator, responsible for overseeing and leading homelessness services, as well as refining and developing necessary procedures. Additionally, the City has entered into a contract with North Valley Caring Services to provide street outreach services to individuals experiencing homelessness. As the Housing Division has continued to grow, staff has actively sought various funding opportunities to implement the priorities and goals outlined in the Homelessness Action Plan. One of these funding sources is the Los Angeles County Measure H funds.

The purpose of Los Angeles County Measure H funds is to support programs that align with the County's New Framework to End Homelessness, focusing on all partners collaborating on these five actions – Coordinate, Prevent, Connect, House, and Stabilize. A key part of Measure H is the Local Solutions Fund, spanning five years (FY 2022-2027), which create multi-year agreements with regional and local jurisdictions responsible for administering homeless services and housing programs. These programs are expected to align with the strategies and guiding principles set forth in Los Angeles County's New Framework to End Homelessness. The guiding principles for cities receiving funding through this initiative are as follows:

1. Respond, at scale, to the persistently underserves
2. Expand the supply of permanent housing
3. Leverage the infrastructure and capacity of the mainstream and rehousing systems to advance local solutions
4. Advance racial equity, and work in partnership with people with lived expertise

These guiding principles form the foundation for the participation of cities that receive funding from the Local Solutions Fund, emphasizing the importance strengthening collaboration, creative investment, and resource pooling to develop more permanent housing; as well as coordinating on encampment decommissioning to provide pathways to interim and permanent housing and services.

Consideration to Accept a Los Angeles County Measure H Funds and Approve a Resolution to Appropriate the Funds

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The funding agreement between the County and the City for Measure H funds is to support the implementation of the City's Homelessness Action Plan as it aligns with the County's New Framework to End Homelessness. Specifically the funded activities are as described below:

Item	Budget
Outreach and Engagement	\$5,324.00
Homelessness Response Services	\$10,252.00
Flex Funds	\$10,000.00
TOTAL BUDGET:	\$25,576.00

1. Outreach and engagement. Funds in this category are aimed at supporting the outreach efforts of the City's non-profit partner, North Valley Caring Services (NVCS) in their efforts in reaching out to the City's unhoused neighbors and connecting them to resources. This can take the form of creating materials or notifying City stakeholders around City sponsored events addressing Homelessness.
2. Support the opening and operation of the homelessness response efforts within the Business & Community Resource Center. Funds in this category are to cover operational expenses related to these efforts.
3. Provide flex funding to assist with financial expenses that may be creating a barrier for individuals from receiving social service benefits, or securing or retaining housing. Financial assistance may take the form of covering transportation costs, deposits to move into housing, assistance with utility bills, or minor medical expenses to a name a few.

In addition to supporting outreach and engagement, supporting the operation of the homelessness response efforts within the Business & Community Resource Center, and providing flex funds to address financial barriers, the allocated funds from the Los Angeles County Measure H initiative will significantly bolster the Housing Division's efforts in implementing the Homelessness Action Plan. These funds will serve as a vital resource to address the priorities and goals outlined in the plan. By facilitating outreach and engagement through the partnership with North Valley Caring Services, the funding will enable the City to connect more effectively with unhoused individuals, ensuring they have access to the necessary resources and assistance. Moreover, the support homelessness response efforts within the Business & Community Resource Center will strengthen the capacity to address homelessness in a more coordinated and efficient manner, while the provision of flex funds will help remove financial obstacles for individuals striving to access social service benefits or secure housing. With the appropriation of these funds to the Housing Division, City of San Fernando can achieve the goals of the 5-year Homeless Action Plan.

Consideration to Accept a Los Angeles County Measure H Funds and Approve a Resolution to Appropriate the Funds

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BUDGET IMPACT:

Adoption of Resolution No. 8262 increases the Operating Grants (Fund 028) revenues and expenditures by \$25,576 for FY 2023-2024 and provides additional funding for outreach efforts, purchase equipment, supplies and services needed to implement the Homeless response services in the Business & Community Resource Center and begin offering financial assistance to qualified individuals.

CONCLUSION:

It is recommended that the City Council accept the Los Angeles Measure H funds, adopt Resolution No. 8262 increasing the Operating Grants (Fund 028) revenues and expenditures by \$25,576 for FY 2023-2024, and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Funding Agreement Between County of Los Angeles and the City for Homeless Services – Contract No. 2198
- B. Resolution No. 8262

FUNDING AGREEMENT
BETWEEN COUNTY OF LOS ANGELES AND
THE CITY OF SAN FERNANDO
FOR HOMELESS SERVICES
CONTRACT NUMBER: HI-23-011

This Agreement ("Contract" or "Agreement") is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County" and the City of San Fernando, hereinafter referred to as "City" or "Local Jurisdiction" for the provision and coordination of homeless services.

RECITALS:

WHEREAS, pursuant to Government Code section 26227, the Los Angeles County Board of Supervisors (Board) may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County; and

WHEREAS, on May 3, 2022, the Board approved a motion to implement the New Framework to End Homelessness in Los Angeles County, which focuses on three key partners – (1) Rehousing System, (2) Mainstream County Government Systems, and (3) Partnerships with Cities, and five categories of actions for each partner: Coordinate, Prevent, Connect, House, and Stabilize; and

WHEREAS, as part of the New Framework to End Homelessness motion, the Board directed the County Chief Executive Officer to increase co-investment opportunities for cities and Councils of Governments and enlist city engagement in expanding the supply of interim and permanent housing; and

WHEREAS, on May 17, 2022, the Board delegated authority to the Chief Executive Officer, or her designee, to enter into and/or amend multi-year service contracts, memoranda of understanding, or funding agreements with local jurisdictions administering homeless services programs with Board approved funding provided that: (a) agreements and/or amendments do not exceed available Board approved funding; and (b) County Counsel approves as to form of the amendment prior to any such amendments; and

WHEREAS, the Local Jurisdiction will provide and coordinate homeless programs and services in conjunction with the County to prevent and combat homelessness; and

WHEREAS, the Local Jurisdiction warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement, and consistent with the professional standard of care for these services; and

WHEREAS, the Board adopts recommendations for the budget of Measure H annually to be used

to support programs that are aligned with the County's New Framework to End Homelessness; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

I. APPROVED FUNDING

- a. The County hereby allocates to the Local Jurisdiction an amount not to exceed the total amount listed on Exhibit B, Pricing Schedule, for the Agreement Term as set forth in Section II, below, to support the Local Jurisdiction's provision and coordination of homeless services ("Services"), as described in this Agreement and Exhibit A, Statement of Work, and Exhibit B, Pricing Schedule, which are attached and incorporated herein by reference.
- b. In each fiscal year of this Agreement Term, the total of all amounts actually expended by County hereunder ("maximum annual allocation") may not exceed the amount allocated by the Board in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Agreement is the Maximum Agreement Sum.
- c. Local Jurisdiction shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Local Jurisdiction after the expiration or other termination of this Agreement. Should Local Jurisdiction receive any such payment, it must immediately notify the County and must repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement will not constitute a waiver of the County's right to recover such payment from Local Jurisdiction.
- d. In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Local Jurisdiction under this Agreement will also be reduced correspondingly. The County's notice to the Local Jurisdiction regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Local Jurisdiction must continue to provide all of the services set forth in this Agreement.

II. AGREEMENT TERM

- a. The term of this Agreement shall commence upon execution by the County and shall expire on June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

III. HOMELESS SERVICES

- a. Homelessness is a regional crisis and one of the top priorities of the County is to continue strengthening the collaboration between the County and the cities and councils of governments within the County to prevent and combat homelessness.
- b. County Measure H funds shall be used to support programs that are aligned with the County's New Framework to End Homelessness, with the goal to better serve the persistently underserved, as well as all people experiencing homelessness, and increasing permanent housing exits, within the five pillars – Coordinate, Prevent, Connect, House, and Stabilize.

IV. INVOICING AND PAYMENT

- a. The Local Jurisdiction must invoice the County only for the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and elsewhere hereunder. The Local Jurisdiction's payments will be as provided in Exhibit B, Pricing Schedule, and the Local Jurisdiction will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. In the event that the Local Jurisdiction is provided advance funds by County, the County must approve the advance funds in writing and such funds must be reflected as itemized costs on the Pricing Schedule. If the County does not approve work in writing, no payment for any services or advancement will be due to the Local Jurisdiction, including for work rendered.
- b. The Local Jurisdiction's invoices must contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Local Jurisdiction must prepare invoices, which will include the charges owed to the Local Jurisdiction by the County under the terms of this Agreement and in accordance with Exhibit B, Pricing Schedule.
- c. The Local Jurisdiction must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. All invoices under this Agreement must be submitted to the County's Project Manager. If County does not receive the invoices timely, then at the County's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the Local Jurisdiction, for which Local Jurisdiction has no claim whatsoever against County.
- d. All invoices submitted by the Local Jurisdiction for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event

will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

V. ADMINISTRATION AND REPORTING

- a. The Local Jurisdiction shall complete: (1) Quarterly Reports; (2) Co-Investment Report; and (3) Final Program Outcomes Report in the format described and specified in Exhibit C, Reporting Requirements.
- b. The Quarterly Reports and Final Program Outcomes Report shall include information and a narrative account of Service outcomes and accomplishments in accordance with Exhibit A, Statement of Work, and a description of Local Jurisdiction's progress made towards achieving the goals as set forth in Exhibit A, Statement of Work, if applicable.
- c. All completed Reports described above shall be submitted timely to the County's Project Manager.

VI. INDEMNITY, INSURANCE, AND RECORDS RETENTION

a. Indemnity

- i. The Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Local Jurisdiction activities, operations or services relating to the Services, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of the Local Jurisdiction by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees
- ii. Any legal defense pursuant to Local Jurisdiction's indemnification obligations under this Section will be conducted by Local Jurisdiction and performed by counsel selected by Local Jurisdiction and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Local Jurisdiction fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Local Jurisdiction for all such costs and expenses incurred by County in doing so. Local Jurisdiction will not have the right to enter into any settlement, agree to any injunction, or

make any admission, in each case, on behalf of County without County's prior written approval.

b. Insurance

- i. Without limiting the Local Jurisdiction's indemnification of County, the Local Jurisdiction shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance, or self-insurance coverage with adequate reserves, covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County's Project Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured.
- ii. Commercial General and Auto Liability: With limits of not less than \$1 million per occurrence.
- iii. Workers' Compensation: A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Local Jurisdiction and all risks to such persons under this Agreement, and including Employer's Liability coverage with a \$1 million per limit.
- iv. Crime Insurance: If, under the terms of this Agreement, Local Jurisdiction shall be required to pick-up, carry, guard, and/or handle large amounts of cash or other highly valued items on behalf of the County; or has the use of or access to County computer systems which transfer funds or record payables, the Local Jurisdiction shall provide this coverage. A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:
 1. Dishonesty or fraudulent acts of officers, directors, or employees of Local Jurisdiction, or
 2. Disappearance, destruction or wrongful abstraction inside or outside the premises or Local Jurisdiction, while in the care, custody or control of the Local Jurisdiction, or

3. Sustained through forgery or direction to pay a certain sum in money.
- v. Property Coverage: If, under the terms of this Agreement, Local Jurisdiction shall have possession of rented or leased or be loaned any County-owned real or personal property, Local Jurisdiction shall provide:
 1. For real property: insurance providing special form ("all risk") coverage for the full replacement value.
 2. For personal property: insurance providing special form ("all risk") coverage for the actual cash value.
- c. Records Retention and Inspection:

Within ten (10) days of the County Chief Executive Officer's or his/her designee's written request, the Local Jurisdiction shall allow the County access to financial and program records during regular business hours at any place Local Jurisdiction keeps those records.

VII. FINANCIAL RECORDS AND AUDITING

- a. The Local Jurisdiction agrees to maintain accurate and complete financial accounts, documents, and records relating to this Agreement in accordance with general accepted accounting principles. The Local Jurisdiction must maintain accurate and complete employment and other records relating to its performance of this Agreement. Local Jurisdiction shall make financial records, employment records, and other records relating to its performance of this Agreement available to the County for auditing at reasonable times. The Local Jurisdiction agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Local Jurisdiction and will be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.
- b. At any time during the term of this Agreement or at any time within five (5) years of the expiration or other termination of this Agreement, authorized representatives of the County may conduct an audit of the Local Jurisdiction's records for the purpose of verifying appropriateness and validity of expenditures under the terms of this Agreement.
- c. The Local Jurisdiction, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide

the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

- d. It is understood and agreed that any funds paid to the Local Jurisdiction hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to the Local Jurisdiction hereunder have been used for purposes other than those authorized by this Agreement, the Local Jurisdiction is required to immediately refund any such improperly used funds to the County.

VIII. CONFLICT OF INTEREST

- a. The Local Jurisdiction covenants that neither the Local Jurisdiction nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.
- b. The Local Jurisdiction, its agents, officers, employees, and subcontractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

IX. AUTHORITY

Local Jurisdiction warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Services, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Local Jurisdiction's governing body, and directing and designating the authorized representative(s) of the Local Jurisdiction to act in connection with the Services specified and to provide such additional information as may be required by the County.

X. STANDARD TERMS AND CONDITIONS

- a. Amendments and Change Notices
 - i. For any change which affects any term or condition in this Agreement, including exhibits included in this Agreement, an amendment will be prepared by the County and then executed by the Local Jurisdiction and by an authorized designee of the County.
 - ii. Except as otherwise provided herein, any amendment(s) to this Agreement shall be by mutual consent of the County and the Local Jurisdiction and shall be executed by Local Jurisdiction and by an authorized designee of the County.

- iii. Except as otherwise provided herein, for any change which does not materially affect tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, or any other term or condition included in this Agreement, a Change Notice shall be prepared and executed by mutual consent of the County and the Local Jurisdiction and shall be executed by an authorized designee of the County, if applicable.

b. Independent Contractor

- i. This Agreement is by and between the County and the Local Jurisdiction and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Local Jurisdiction. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- ii. The Local Jurisdiction shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Local Jurisdiction.

c. Assignments and Subcontracts

- i. The Local Jurisdiction shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County's consent shall require a written amendment to this Agreement, which is formally approved and executed by the Local Jurisdiction and the County.
- ii. Any assumption, assignment, delegation, or takeover of any of the Local Jurisdiction's duties, responsibilities, obligations, or performance of same by any entity other than the Local Jurisdiction, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason requires the County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.

d. Local Jurisdiction's Compliance with County's Defaulted Property Tax Reduction Program

The Local Jurisdiction acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County

through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Local Jurisdiction qualifies for an exemption or exclusion, the Local Jurisdiction warrants and certifies that, to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

e. OSHA/CAL-OSHA Compliance

The Local Jurisdiction shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 661, et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

f. Fair Labor

The Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the Local Jurisdiction's employees for which the County may be found jointly or solely liable.

g. Force Majeure

- i. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). The Parties agree COVID-19 is not a force majeure event.
- ii. Notwithstanding the foregoing, a default by a contractor or subcontractor of Local Jurisdiction shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Local Jurisdiction and such subcontractor, and without any fault or negligence of either of them. In such case, Local Jurisdiction shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Local Jurisdiction to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- iii. In the event Local Jurisdiction's failure to perform arises out of a force majeure event, Local Jurisdiction agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

h. Nondiscrimination

The Local Jurisdiction shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in providing any Services under this Agreement.

i. County Lobbyist

The Local Jurisdiction and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Local Jurisdiction, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Local Jurisdiction or any County lobbyist or County lobbying firm retained by the Local Jurisdiction to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

j. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Local Jurisdiction agrees to use recycled-content paper to the maximum extent possible on the Services.

k. Notice to Employees Regarding the Federal Earned Income Credit

The Local Jurisdiction shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

l. Consideration of Gain/Grow Program Participants for Employment

Should the Local Jurisdiction require additional or replacement personnel after the effective date of this Agreement, the Local Jurisdiction shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Local Jurisdiction's minimum qualifications for the open position. For this purpose, consideration shall mean that the Local Jurisdiction will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the

Local Jurisdiction. The Local Jurisdiction shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV to obtain a list of qualified GAIN/GROW job candidates.

m. The Local Jurisdiction's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased the Charitable Purposes Act requirements. The County seeks to ensure that all County contractors that receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach, subjecting it to either termination of this Agreement or debarment proceedings or both.

n. Compliance with the County Policy of Equity

The Local Jurisdiction acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Local Jurisdiction further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Local Jurisdiction, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Local Jurisdiction, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

o. Local Jurisdiction's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

The Local Jurisdiction shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

p. Compliance with the County's Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Local Jurisdiction's violation of this paragraph of the Agreement may constitute a material breach of

the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Local Jurisdiction from the award of future County contracts for a period of time consistent with the seriousness of the breach.

q. Compliance with County's Zero Tolerance Policy on Human Trafficking

Local Jurisdiction acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Local Jurisdiction or member of Local Jurisdiction's staff is convicted of a human trafficking offense, the County will require that the Local Jurisdiction or member of Local Jurisdiction's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Local Jurisdiction's staff pursuant to this paragraph will not relieve Local Jurisdiction of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

r. Debarment

- i. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- ii. The Local Jurisdiction is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Local Jurisdiction is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.
- iii. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

s. Confidentiality

Local Jurisdiction must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

t. Public Records Act

Any documents submitted by the Local Jurisdiction to the County become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records.

u. Background Check

- i. Each of Local Jurisdiction's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Local Jurisdiction, regardless of whether the member of Local Jurisdiction's staff passes or fails the background investigation.
- ii. If a member of Local Jurisdiction's staff does not pass the background investigation, County may request that the member of Local Jurisdiction's staff be removed immediately from performing services under the Agreement. Local Jurisdiction must comply with County's request at any time during the term of the Agreement. County will not provide to Local Jurisdiction or to Local Jurisdiction's staff any information obtained through the County's background investigation.
- iii. County, in its sole discretion, may immediately deny or terminate facility access to any member of Local Jurisdiction's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- iv. Disqualification of any member of Local Jurisdiction's staff pursuant to this Section will not relieve Local Jurisdiction of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

v. Approval of Local Jurisdiction's Staff

County has the absolute right to approve or disapprove all of the Local Jurisdiction's staff performing work hereunder and any proposed changes in the Local Jurisdiction's staff, including, but not limited to, the Local Jurisdiction's Project/Program Manager(s).

w. Suspension and Terminations

- i. The Local Jurisdiction agrees to suspend Services effective immediately upon written notice of suspension from the County's Project Manager. The County may terminate this Agreement immediately by written notice to the Local Jurisdiction upon Local Jurisdiction's failure to comply with the provisions of this Agreement. It is also understood and agreed that should the County determine that Local Jurisdiction's failure to perform relates to only part of the Services, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement.
- ii. If this Agreement is terminated for any reason, the Local Jurisdiction shall within five (5) days of receipt of notice of termination from County, notify all other parties who are subcontractors of the Local Jurisdiction of such termination.
 1. *Termination for Default:* This Agreement may be terminated immediately in whole or in part by the County by providing to the Local Jurisdiction a written Notice of Default if 1) the Local Jurisdiction has materially breached this Agreement, 2) the Local Jurisdiction fails to satisfactorily perform the work or progress toward achieving the objectives of the Services within the time specified in this Agreement or any extensions approved by the County, 3) the Local Jurisdiction fails to perform any other covenant or conditions of this Agreement, or 4) Local Jurisdiction fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure. In its sole discretion, the County may include in the Notice of Default a period of time for the Local Jurisdiction to cure the Default(s).
 2. *Termination for Convenience:* This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Services or otherwise shall be effected by notice of termination to the Local Jurisdiction specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective. The date upon which such

termination becomes effective shall be specified in the termination notice. After receipt of a notice of termination and except as otherwise directed by the County, the Local Jurisdiction shall stop work under this Agreement and to the extent specified in the notice and complete performance of such part of the work as would not have been terminated by such notice.

3. *Termination for Improper Consideration:* The County may, by written notice to the Local Jurisdiction, immediately suspend or terminate the right of the Local Jurisdiction to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Local Jurisdiction, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to the Local Jurisdiction's performance pursuant to this Agreement. In the event of such termination or suspension, the County shall be entitled to pursue those same remedies against the Local Jurisdiction as it could pursue in the event of default by the Local Jurisdiction. The Local Jurisdiction shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.
4. *Termination/Suspension for Nonadherence to County Lobbyists Ordinance:* The Local Jurisdiction, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Local Jurisdiction, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Local Jurisdiction or any County Lobbyists or County Lobbying firm retained by the Local Jurisdiction to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately suspend or terminate for default this Agreement.
5. *Termination for Breach of Warranty of Compliance with the County's Defaulted Property Tax Reduction Program:* The Local Jurisdiction acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order

to mitigate the economic burden otherwise imposed upon County taxpayers. Unless the Local Jurisdiction qualifies for an exemption or exclusion, the Local Jurisdiction warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206. Failure of the Local Jurisdiction to maintain compliance with these requirements shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of the Local Jurisdiction to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of the Local Jurisdiction, pursuant to County Code Chapter 2.206.

6. *Local Jurisdiction's Acknowledgment of County's Commitment to Child Support Enforcement/Termination for Failure to Comply:* The Local Jurisdiction acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The County understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Local Jurisdiction's place of business. The County will supply the Local Jurisdiction with the poster to be used. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Local Jurisdiction's duty under this Agreement to comply with all applicable provisions of law, the Local Jurisdiction warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Failure of the Local Jurisdiction to maintain compliance with the County's Child Support Compliance Program shall constitute a default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Local Jurisdiction to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Agreement.

x. Survival of Termination

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including but not limited to the following Sections of this Agreement: I(c), IV, VI(a), VI(c), VII, X(f), X(s), and XIV.

XI. NOTICES, REPORTS, INVOICES, AND APPROVALS

- a. All notices, reports, invoices, and approvals shall be directed to and made by the following representatives of the parties:

- i. To the County Project Manager:

Name: Onnie Williams III
Email: owilliams@ceo.lacounty.gov
and copy
hiadmin@ceo.lacounty.gov;
HomelessInitiativeCities@lacounty.gov

Chief Executive Office - Homeless Initiative
Kenneth Hahn Hall of Administration, Room 493
500 West Temple Street
Los Angeles, CA 90012

- ii. To the Local Jurisdiction:

Name: Carlos Hernandez, Assistant to the City Manager
Email: chernandez@sfcity.org

Name: Kenya Marquez, Housing Coordinator
Email: kmarquez@sfcity.org

City of San Fernando
117 Macneil Street
San Fernando, CA 91340

- b. The Local Jurisdiction shall notify the County in writing within five (5) business days of any change in the names or email address above.

XII. SEVERABILITY

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

XIII. COMPLIANCE WITH LAW

The Local Jurisdiction shall comply with all applicable Federal, State, and County law, regulations and policies in connection with its activities pursuant to this Agreement.

XIV. GOVERNING LAWS, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the Local Jurisdiction and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

XV. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

IN WITNESS WHEREOF, the City of San Fernando has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

COUNTY OF LOS ANGELES

By Joseph M. Nicchitta for Date 8/30/2023
Joseph M. Nicchitta for (Aug 30, 2023 17:51 PDT)
FESIA A. DAVENPORT
Chief Executive Officer

APPROVED AS TO FORM FOR THE COUNTY:

DAWYN R. HARRISON
County Counsel

By David Beaudet
David Beaudet
Senior Deputy County Counsel

CITY OF SAN FERNANDO

By Nick Kimball
Print Name Nick Kimball
Title City Manager

EXHIBIT A

**STATEMENT OF WORK
CITY OF SAN FERNANDO
LOCAL SOLUTIONS FUND**

I. Overview

Homelessness is a regional crisis. As such, one of the top priorities of the Chief Executive Office's Homeless Initiative (CEO-HI) is to continue strengthening the collaboration between the County and diverse stakeholders, including the 88 cities in Los Angeles County. Since cities have jurisdiction over planning/land use activities and have the insight to support locally specific solutions, cities play a unique role in our countywide efforts to prevent and combat homelessness.

The City of San Fernando (City) has a population of over 24,000 residents and is in Los Angeles County 3rd Supervisorial District and Service Planning Area (SPA) 2. The City is a member of the San Fernando Valley Council of Governments (COG), which is a joint powers authority created by the member cities of Burbank, Glendale, San Fernando, and Santa Clarita. Like many cities in the greater Los Angeles region, the City is addressing the homeless crisis through the implementation of a Homelessness Action Plan, which was adopted in 2022, and ongoing collaboration with local organizations to help end unsheltered homelessness.

In aiming to increase participation of cities in County's New Framework to End Homelessness, the emphasis of the strategies is to create opportunities for co-investment that lead to an increase in cities' ability to respond at a local level to community members' greatest concerns in alignment with the New Framework, while leveraging cities' unique capabilities to increase access to housing.

Information on the required deliverables for the Local Solutions Funds (LSF). Cities shall use LSF to implement activities that align with the County's New Framework to End Homelessness. The New Framework to End Homelessness outlines the following strategies for cities and COGs.

New Framework to End Homelessness Strategies		
1	Coordinate	Regional and Local Annual Planning
2	Prevent	Infuse Problem Solving into Local Services
3	Connect	Outreach and Navigation Linked to Local Rehousing Services
4	House	Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing
		Locally Sited Time Limited Subsidies (TLS)
5	Stabilize	Local Eviction and Prevention Prioritized and Linked to Formerly Homeless Residents

EXHIBIT A

II. Objective

The City will use this funding to manage the tasks described below, including the implementation of the City's Homelessness Plan activities that align with the New Framework to End Homelessness.

III. Tasks

Task 1: Local Homeless Services and Housing Programs

Task 1A: Outreach and Engagement

Task 1A Description: The City of San Fernando will create a partnership with local non-profit, North Valley Caring Services (NVCS). The NVCS team will engage with the diverse population of individuals experiencing homelessness in San Fernando community.

The NVCS team will be constructed of (2) full-time Outreach Coordinators who will be highly skilled and motivated individuals who understand the community and can quickly respond to street-level encampments and connect the unhoused individuals to available resources. The outreach team will work closely with City staff to provide outreach and engagement for shelter sites as they open. In addition, teams will actively provide information and referrals to programs designed to support unhoused individuals including emergency shelters, transitional housing, community based services, permanent supportive housing and rapid re-housing programs.

Alignment with New Framework To End Homelessness (Check all that apply)

- ☒ **Coordinate-** Regional and Local Annual Planning
- ☐ **Prevent-** Infuse Problem Solving into Local Services
- ☒ **Connect-** Outreach and Navigation linked to Local Rehousing Services
- ☐ **House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- ☐ **Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents
- ☒ **Supporting Activities-** *(Please list supporting activities that apply below)*
Data Sharing & Tracking

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
1A.i.	Outreach and engagement to individuals experiencing homelessness	<ul style="list-style-type: none"> 30 individuals experiencing homelessness engaged (interaction with face-to-face contact) 30 individuals experiencing homelessness 	Monthly

EXHIBIT A

		assessed for services <ul style="list-style-type: none"> • 50% of individuals experiencing homelessness enrolled in public benefits • 50% of individuals experiencing homelessness provided case management services • 10% of individuals experiencing homelessness placed into interim housing 	
1A.ii.	Provide a referral to individuals experiencing homelessness with needed services (Public benefits, SSI, SSDI, housing referral, CalWorks, medical assistance, DMV documentation assistance)	<ul style="list-style-type: none"> • Refer 15 individuals experiencing homelessness to services 	Monthly

Task 1B: Homelessness Response Center

Task 1B Description: The City of San Fernando will create a Homelessness Response Center that will work with other cities and housing agencies and entities in order to respond to homelessness in a collaborative, regional effort. County LSF will fund the Homelessness Response Center operations and the City's fund for homeless outreach services.

Alignment with New Framework To End Homelessness (Check all that apply)

- ☒ **Coordinate-** Regional and Local Annual Planning
- ☐ **Prevent-** Infuse Problem Solving into Local Services
- ☒ **Connect-** Outreach and Navigation linked to Local Rehousing Services
- ☐ **House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- ☐ **Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents
- ☒ **Supporting Activities-** *(Please list supporting activities that apply below)*
 - Data Sharing & Tracking, Implementation Coordination

EXHIBIT A

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
1B.i.	Establish a Homelessness Response Center supported by established service agreements with homelessness-dedicated service providers	1 Monthly meeting; 12 total meetings annually	Monthly
1B.ii.	Develop a by-name tracking system for individuals experiencing homelessness	1 update	Monthly

Task 1C: Flex Funds

Task 1C Description: Flex funds will be utilized for bridge strategies to support people experiencing homelessness. The program will provide financial assistance to unhoused individuals or families to break down any barriers that may delay or stop them from receiving social service benefits and in securing and retaining housing. Assistance may include, but not limited to, transportation, public fees, crisis and emergency housing, move-in and utility assistance, car repair and other auto related expenses, minor medical fees/supplies, cell phones, and animal expenses (board/stay, food, etc.). The City will maintain records to track the utilization of funds by category.

Alignment with New Framework To End Homelessness (Check all that apply)

- ☐ **Coordinate-** Regional and Local Annual Planning
- ☐ **Prevent-** Infuse Problem Solving into Local Services
- ☒ **Connect-** Outreach and Navigation linked to Local Rehousing Services
- ☐ **House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- ☐ **Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents
- ☐ **Supporting Activities-** *(Please list supporting activities that apply below)*

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
1C.i.	# of people receiving services (documentation feeds, auto related expenses, job related expenses, rental related expenses, and others)	3 participants	Monthly
1C.ii.	# of people receiving assistance with emergency and interim housing (motel vouchers), receiving storage fees, landlord incentives, and others	3 participants	Monthly

EXHIBIT B

**PRICING SCHEDULE
CITY OF SAN FERNANDO
LOCAL SOLUTIONS FUND**

Maximum Contract Amount Not to Exceed: \$25,576

The following shall constitute the maximum Measure H funding that Local Jurisdiction may be allocated for each Fiscal Year that this Agreement is in effect and as approved by the County Board of Supervisors (Board) annually:

- Year One: July 1, 2023 through June 30, 2024, contract amount shall not exceed **\$25,576**.
 - \$25,545 in Local Solutions Fund (LSF) - Local Homeless Services and Housing Program
 - \$31 in City of San Fernando's City Implementation unspent funds previously approved by the County Board
- Year Two: July 1, 2024 through June 30, 2025, To Be Determined.
- Year Three: July 1, 2025 through June 30, 2026, To Be Determined.
- Year Four: July 1, 2026 through June 30, 2027, To Be Determined.

Any increase in funding to each Fiscal Year shall be at the County's sole discretion and implemented through a written amendment to this Agreement. All Board approved allocations in this agreement are made available throughout the term of the agreement.

LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS BUDGET*		
STAFFING COSTS		
Position	FTE	Total
STAFFING COSTS		\$0
OPERATIONS COSTS		
Outreach and Engagement		\$5,324
Homelessness Response Center – Indirect Costs (utilities, office supplies, internet)		\$10,252
Flex Funds		\$10,000
OPERATION COSTS		\$25,576
LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS SUBTOTAL		\$25,576

*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment is not required for changes within line items of a funding category, not to exceed the maximum contract amount.

REPORTING REQUIREMENTS**Quarterly Progress Reports, Co-Investment Reports, and Final Program Outcomes Report**

The City shall submit to County reports as specified below, which includes: Quarterly Progress Reports (Attachment I) and invoices describing progress made on Tasks in Exhibit A Statement of Work; an annual Co-Investment Report (Attachment II); and a Final Program Outcomes Report (Attachment III) describing the cumulative outcomes for all Tasks in Exhibit A Statement of Work.

Reporting	Due Dates										
Provide copy(ies) of any subcontracted agreements/MOU's necessary to implement the funded program in advance for County approval.	Before subcontract agreement(s)/MOU(s) execution.										
Submit monthly invoices with supporting documentation	Monthly										
Participate in regular Implementation Status meetings with CEO-HI to discuss program implementation and operations, technical assistance needed, etc.	Bi-monthly										
Submit Quarterly Reports and supporting documents.	<table border="1"> <thead> <tr> <th>Reporting Period*</th><th>Due Date</th></tr> </thead> <tbody> <tr> <td>January 1-March 31</td><td>April 15th</td></tr> <tr> <td>April 1-June 30</td><td>July 15th</td></tr> <tr> <td>July 1-Sept 30</td><td>October 15th</td></tr> <tr> <td>October 1-December 31</td><td>January 15th</td></tr> </tbody> </table> <p><i>*First Quarterly Report shall be due based on the schedule above, noting that the Reporting Period will begin based on agreement execution date. All Quarterly Reports will be required throughout term of the agreement.</i></p>	Reporting Period*	Due Date	January 1-March 31	April 15th	April 1-June 30	July 15th	July 1-Sept 30	October 15th	October 1-December 31	January 15th
Reporting Period*	Due Date										
January 1-March 31	April 15th										
April 1-June 30	July 15th										
July 1-Sept 30	October 15th										
October 1-December 31	January 15th										
Submit Co-Investment Report	Annually										
Submit Final Program Outcomes Report	<table border="1"> <thead> <tr> <th>Reporting Period</th><th>Due Date</th></tr> </thead> <tbody> <tr> <td>Agreement execution-Agreement expiration</td><td>Prior to agreement expiration.</td></tr> </tbody> </table>	Reporting Period	Due Date	Agreement execution-Agreement expiration	Prior to agreement expiration.						
Reporting Period	Due Date										
Agreement execution-Agreement expiration	Prior to agreement expiration.										

All subcontracts, reports and invoices shall be submitted to the County CEO-HI. Invoices will not be paid without the associated report and must be submitted to the following:

County Project Manager: Onnie Williams III owilliams@ceo.lacounty.gov
 And copy hiadmin@ceo.lacounty.gov
HomelessInitiativeCities@lacounty.gov

HOMELESS INITIATIVE

CITIES/COGS QUARTERLY PROGRESS REPORT GUIDE

SAMPLE

Please read this guide in its entirety and follow the instructions included to complete the quantitative and qualitative narrative as a part of your quarterly report submission. Quarterly reports should be submitted on a regular and timely basis and provide updates on your progress within the given reporting period.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING QUARTERLY REPORTS

1. Before you begin completing your responses, please ensure you have reviewed your contract to ensure alignment with the approved Statement of Work (SOW). Please ensure that all required supporting documentation (e.g., invoice) is up-to-date and accurate. Progress Reports are due each quarter; Please see Schedule below for your reference of the reporting periods and due dates.
2. All quarterly reports require that the following sheets contained within this Excel document be completed: (1) Cover, (2) Quantitative Data, and (3) Qualitative Narrative. If any of these are not completed, this will result in your report being returned to you to complete and resubmit for review. For any questions related to this report, please reach out to the County Project Manager listed in your SOW.
3. Cover - Please complete the Cover sheet contained within this Excel document. Please note, all information in the Cover sheet is required (do not leave any blanks).
4. Quantitative Data - The Key Performance Indicators and Targets from your SOW are pre-populated for you. Please complete columns E-P for the applicable quarter in the Quantitative Data sheet. Enter your outputs/outcomes and use the notes section to add any additional brief remarks if needed.
5. Qualitative Narrative - Please complete the Qualitative Narrative sheet contained within this Excel document for each program (tasks) approved in your contract's SOW. This qualitative data is intended to provide additional information on the progress reported by the City/COGs.
6. Quarterly reports, along with corresponding invoices for the reporting period, must be sent to: HomelessInitiativeCities@lacounty.gov, with copy to HIAdmin@ceo.lacounty.gov and the County Project Manager listed in your contract. Sending to alternative email addresses may cause delays in processing.
7. Once submitted, the quarterly report will need to undergo review from CEO Homeless Initiative and approval from the County Project Manager. Please note, incomplete quarterly reports will be returned to you and will require resubmission.



REPORTING PERIODS AND DEADLINES

Quarter	Reporting Period*	Due Date
Q1	July 1-Sept 30	October 15th
Q2	October 1-December 31	January 15th
Q3	January 1-March 31	April 15th
Q4	April 1-June 30	July 15th

* First quarterly report shall be due based on the schedule above, noting that the reporting period will begin based on the contract execution date.

GLOSSARY OF TERMS

Actual Output/Outcome: Provide approximate number achieved this quarter
Cumulative Actual Output/Outcome: This reflects the approximate number achieved for all quarters to-date.

COG/City Quarterly Progress Report		  <small>County of Los Angeles</small> Homeless Initiative <small>REAL HELP, LASTING CHANGE</small>
<p>This report is intended for Cities and Councils of Governments (COG) to complete to provide updates on their programs and activities to track progress, identify challenges, and assess the implementation of a program or project. Please complete this cover page and the Quarterly Report in its entirety with information for the Tasks, Key Performance Indicators, and Targets listed in your contract's Statement of Work (SOW).</p>		
City/COG:		
Contract #:	AO-	Fund Type: <input type="checkbox"/> Local Solutions Fund-Regional Coordination <input type="checkbox"/> Local Solutions Fund-Local Homeless Services and Housing Programs
Reporting Period:		
Quarter:	Q2: October 1-December 31	Year:
<i>To be completed by City/COG</i>		
Submitted By:	[insert name]	
Submission Date:	[insert date]	
Attachments:	Is all corresponding documentation included with this progress report? (check one box) <input type="checkbox"/> Yes, invoice with supporting documentation (for this reporting period) is included. <input type="checkbox"/> No, there are no invoices for this reporting period.	

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Qualitative (Narrative) Section	
Q1: July 1-Sept. 30	
Task 1: [insert category/area]	
Task 1A: [insert name of program]	
<p>1. What action steps have you taken to ensure that program KPIs and targets are achieved? Describe specific strategies and processes. Also, indicate future revisions to action steps, if any.</p> <p><i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i></p>	
<p>2. What's working? (How has this program been effective? How has this impacted the community/population it's designed for? How has collaboration been with partners involved in the implementation? Share a minimum of one success story.</p> <p><i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i></p>	
<p>3. Were there challenges (in program implementation or for the city(ies)/COG, clients, etc.)? If so, how were they overcome?</p> <p><i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i></p>	
Task 1B: [insert name of program]	
<p>1. What action steps have you taken to ensure that program KPIs and targets are achieved? Describe specific strategies and processes. Also, indicate future revisions to action steps, if any.</p> <p><i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i></p>	
<p>2. What's working? (How has this program been effective? How has this impacted the community/population it's designed for? How has collaboration been with partners involved in the implementation? Share a minimum of one success story.</p> <p><i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i></p>	

3. Were there challenges (in program implementation or for the city(ies)/COG, clients, etc.)? If so, how were they overcome?

[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]

Co-Investment Template: Cities and COGs SAMPLE

The County's [New Framework to End Homelessness](#) calls for Cities and Council of Governments (COGs) to co-invest in key strategies that accelerate and amplify impact locally and regionally to develop more permanent housing and provide pathways to housing and services for decommissioning encampments and meeting the needs of people experiencing homelessness.

Please complete the following two questions to provide more information on how your City/COG is co-investing to address homelessness and housing. Please include all relevant programs, adding additional cells to the tables if necessary. The goal of this document is to better understand the full set of investments and programs made by your City/COG outside of Local Solutions Funds (LSF). This document will help to identify the true costs associated with addressing homelessness with our shared jurisdictions and gaps in services that could be addressed through future funding opportunities.

Please send the completed forms to HomelessInitiativeCities@lacounty.gov, copying Onnie Williams III, OWilliams@ceo.lacounty.gov.

Example:

- 1) For programs funded by the Local Solution Fund (LSF), which are your City/COG co-investing in? Co-investment could be in the form of funding, staffing, resources, land, local legislation, etc. Please list the specific Task from the LSF Statement of Work (SOW) and describe the co-investment below.

Task: 2C Landlord Engagement and Assistance Program (Example)
<p>Co-investment Description: <i>To support the Landlord Engagement and Assistance Program, the City is providing \$100,000 in funding to support 2 additional FTEs. This builds upon the 2 FTEs funded under the LSF, totaling 4 FTEs. These FTEs are responsible for housing location and unit acquisition. Additionally, the City is providing office and meeting space to support landlord engagement and assistance program activities. (Example)</i></p>
<p>Budgeted Costs to Supplement LSF (If applicable): <i>\$100,000 (Example)</i></p>
<p>Funding Source of Co-investment (If applicable): <i>General Funds (Example)</i></p>

- 2) Apart from programs funded by the Local Solutions Fund (LSF), what other direct investments is your City/COG making related to homelessness and housing? Please describe below.

Example:

Program Name: <i>City Navigation Center (Example)</i>
Co-investment Description: <i>The City was successfully awarded Homekey 2 funding to construct a Navigation Center in the City of X. This Navigation Center will provide 60 interim housing units and supportive services including housing navigation, case management, etc. The Navigation Center is expected to open in November 2023. (Example)</i>
Key Metrics (Example: Number of Interim or Permanent Housing Units): <ul style="list-style-type: none"> <i>Number of Interim Housing Beds/Units: 60 (Example)</i>
Budgeted Costs (If applicable): <i>\$22,000,000 (Example)</i> <ul style="list-style-type: none"> <i>\$19,000,000 Homekey 2</i> <i>\$3,000,000 General Funds</i>
Funding Source of Co-investment (If applicable): <i>Homekey 2, General Funds (Example)</i>

Co-Investment Template: Cities and COGs

- 1) For programs funded by the Local Solution Fund (LSF), which are your City/COG co-investing in? Co-investment could be in the form of funding, staffing, resources, land, local legislation, etc. Please list the specific Task from the LSF Statement of Work (SOW) and describe the co-investment below.

Task:
Co-investment Description:
Budgeted Costs to Supplement LSF (If applicable):
Funding Source of Co-investment (If applicable):
Task:
Co-investment Description:
Budgeted Costs to Supplement LSF (If applicable):
Funding Source of Co-investment (If applicable):

Please add additional cells to the table if necessary.

- 2) Apart from programs funded by the Local Solutions Fund (LSF), what other direct investments is your City/COG making related to homelessness and housing? Please describe below.

Program Name:
Co-investment Description:
Key Metrics (Example: Number of Interim or Permanent Housing Units):
Budgeted Costs (If applicable):
Funding Source of Co-investment (If applicable):
Program Name:
Co-investment Description:
Key Metrics (Example: Number of Interim or Permanent Housing Units):

Budgeted Costs (If applicable):
Funding Source of Co-investment (If applicable):

Please add additional cells to the tables if necessary.

SAMPLE

FINAL PROGRAM OUTCOMES REPORT**SAMPLE****GENERAL INFORMATION**

ORGANIZATION	Name
MULTI-JURISDICTIONAL (if applicable)	If you are reporting on a multi-jurisdictional grant, list the partnering cities included in the contract

REPORT CONTACT	Name	Title	Email Address
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REPORTING PERIOD/CONTRACT TERM (MM/DD/YY – MM/DD/YY)	
-------------------------------------------------------------	--

PROGRAM OUTCOMES

Please copy and paste the Statement of Work in the contract to provide activities and target outcomes. Please complete the column titled "Final Cumulative Outcomes" with the outcomes achieved during the entire contract term. Please use separate tables for each program. Please add more rows or tables as needed.

Program 1:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 2:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 3:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 4:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

**EXHIBIT C
ATTACHMENT III**

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NARRATIVE:

Please provide a descriptive response to the below questions. Successful practices and stories in preventing and combating homelessness will be compiled and published on the County website. There is no word limit for these responses.

1. Please provide a brief narrative to the activities above. If the target outcome(s) were not achieved, provide an explanation including troubleshooting and final outcomes.
2. Describe the City's or Cities' unique role that addressed the homeless individuals/families' needs and system gaps. List as many as appropriate.
3. Were there challenges in implementing the program(s)? If so, how were they overcome? Please provide a detailed explanation.
4. Will project(s) be sustained beyond this contract term? If so, please describe how the City will continue or build upon the work supported by this grant.
5. How were your projects successful this contract term? Please include the following components: Population(s) served; City/ies operation, programs and budget; Partners involved in the implementation of the program Funds (financial and in-kind); Community at large; Homeless system; and any other successes to share?

RESOLUTION NO. 8262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 ADOPTED ON JUNE 20, 2023, TO ACCEPT FUNDS FROM THE LOS ANGELES COUNTY HOMELESS SERVICES MEASURE H FUND TO IMPLEMENT THE CITY OF SAN FERNANDO HOMELESSNESS ACTION PLAN

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to accept funds from the Los Angeles County Homeless Services Measure H Fund in the amount of \$25,576 to implement the City of San Fernando Homelessness Action Plan through June 30, 2024; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office, has been adopted on June 20, 2023.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The following adjustment is made to the City Budget:

Operating Grants (Fund 028)

Increase in Expenditures	\$25,576
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Increase in Revenues	\$25,576
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PASSED, APPROVED, AND ADOPTED this 16th day of October 2023.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8262, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of October, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Deputy City Manager/Economic Development

Date: October 16, 2023

Subject: Consideration to Approve a Memorandum of Understanding Between the City of San Fernando and Initiating Change in Our Neighborhoods Community Development Corporation to Provide Business Resource Support Through the City's Business and Community Resource Center

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 2205) between the City and Initiating Change in Our Neighborhoods Community Development Corporation (ICON CDC) to provide business resources and supports at the City's Business and Community Resource Center; and
- a. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On April 19, 2021, the City Council adopted Citywide Strategic Goals for the five-year period covering 2022 – 2026. These goals focus on supporting economic recovery, preserving beautiful homes and neighborhoods, and forging financial strength and stability, among other goals.
2. On June 21, 2021, the City Council approved the Fiscal Year (FY) 2021-2022 Adopted Budget, which included funding for new Economic Development Manager to move the adopted Strategic Goals forward.
3. On May 23, 2022, as part of the FY 2022-2023 Budget Study Session No. 1, the City Manager presented a proposal to upgrade the Economic Development Manager to a Deputy City Manager to be responsible for economic development.
4. On July 5, 2022, the City Council adopted Resolution No. 8167 approving a job specification for a Deputy City Manager/Economic Development.

Consideration to Approve a Memorandum of Understanding Between the City of San Fernando and Initiating Change in Our Neighborhoods Community Development Corporation to Provide Business Resource Support Through the City's Business and Community Resource Center

Page 2 of 5

5. On June 20, 2023, the City Council adopted the FY 2023-2024 Budget that included establishing a new Business and Community Resource Center at City Hall to assist businesses and residents with available technical and financial resources to help improve the quality of life for residents, business community, and visitors of San Fernando.

ANALYSIS:

In the FY 2023-2024 Adopted Budget, the City initiated a significant effort: establishing a centralized Business and Community Resource Center at City Hall. Commencing in August 2023, staff began the transformation of the former United States Postal Services Credit Union office into a new Business and Community Resource Center (Resource Center) to be staffed by the Housing Coordinator, Social Service Coordinator, and Deputy City Manager/Economic Development. The establishment of the Resource Center represents the City's commitment to its 2022-2026 Citywide Strategic Goals for prioritizing community well-being and cultivating a robust local economy (Goal I, *Focus on Community First*; Goal II, *Cultivating a Stronger Local Economy*). The Resource Center is a link for diverse services, essential resources, and collaborative opportunities, serving both businesses and the wider community. The Resource Center also plays a key role in measuring progress, collecting data, and providing valuable feedback to the City Council, enabling informed decision-making and the continuous adaptation of strategies to achieve the City's overarching goals.

To enhance support for the business community, a partnership with ICON CDC is being proposed to provide comprehensive business support services at the Resource Center. ICON CDC is a non-profit organization that has been working with the City of Los Angeles to provide complimentary services to entrepreneurs and small business owners in areas like Sylmar, Pacoima, and Arleta, fostering economic growth, job creation, and financial literacy in the San Fernando Valley. Through the proposed MOU, ICON CDC aims to extend the same support to existing and new businesses in the City of San Fernando. Funding for this partnership is through a grant received by ICON CDC from Congressman Tony Cardenas, ensuring the seamless implementation of these essential services.

Scope of Services.

ICON CDC will collaborate closely with the City to enhance the local business community and foster economic growth through a range of services and initiatives. A MOU between ICON CDC and the City has been prepared to establish the partnership. The Scope of Services, attached to the MOU, outlines a comprehensive understanding of the collaboration between ICON CDC and the City, with a shared commitment to enhancing the local business landscape and empowering entrepreneurs in the community. The partnership between ICON CDC and the City will be in effect for an initial period of one year, with the option to renew based on mutual agreement and available funding.

Consideration to Approve a Memorandum of Understanding Between the City of San Fernando and Initiating Change in Our Neighborhoods Community Development Corporation to Provide Business Resource Support Through the City's Business and Community Resource Center

Page 3 of 5

Services to be provided:

1. One-on-One Business Consultation:

- ICON CDC will offer personalized business consultations at the City's Business & Community Resource Center and on-site at business locations.
- Consultation services will cover diverse areas, including business planning, financial management, certification, procurement, credit counseling, marketing, social media, human resources, and licensing/permitting.

2. Appointment-Based Services:

- San Fernando small businesses can schedule appointments to meet directly with ICON CDC staff members.
- Appointments will be facilitated to ensure businesses receive tailored assistance efficiently.

3. Educational Workshops and Forums:

- ICON CDC will conduct quarterly workshops on various small business topics at City Hall.
- Quarterly forums will be organized to encourage community engagement, fostering interaction between local businesses and residents.

4. Development of Business Materials:

- ICON CDC will collaborate with the City to create a new Business Guide.
- Design and produce flyers, brochures, postcards, and other promotional materials showcasing available services and resources.
- Prepare information materials to assess specific business needs effectively.

5. Participation in Grand Opening Events:

- ICON CDC will actively support and participate in the Grand Opening event of the Business Resource Center.
- This participation will include staffing and engaging with attendees.

6. Advertisement of Services:

- Develop and distribute informational flyers, brochures, and postcards to advertise ICON CDC's presence and operating hours at the Business & Community Resource Center.

Consideration to Approve a Memorandum of Understanding Between the City of San Fernando and Initiating Change in Our Neighborhoods Community Development Corporation to Provide Business Resource Support Through the City's Business and Community Resource Center

Page 4 of 5

7. Designated Contact Person:

- Angelica Banuelos, ICON CDC's Community Engagement Manager, or another designated staff member from ICON CDC, will be the primary point of contact for this partnership.
- Angelica Banuelos will directly assist businesses and provide them tailored support as described in #1 above.

Reporting and Evaluation:

1. Regular Reporting:

- ICON CDC will provide the City with regular reports summarizing the number of businesses served, types of services provided, and outcomes achieved.
- Reports will be submitted quarterly to assess the impact of the partnership.

2. Feedback Mechanism:

- Implement a feedback mechanism to gather input from businesses and the community about the services offered.
- Use feedback to continuously improve the quality and relevance of the services provided.

The proposed partnership will provide the Resource Center with essential tools to support the local businesses community. By facilitating access to resources such as funding opportunities and organizing engaging events, it will foster community engagement and collaboration. Additionally, through mentorship programs and specialized workshops, the partnership will actively support innovation, providing entrepreneurs with the resources they need to succeed.

Other Resources.

In addition, the City is a member of the Valley Economic Alliance (Alliance), an organization dedicated to advancing economic growth and vitality in the San Fernando Valley. The Alliance offers services like strategic resources, workforce programs, and networking. As a member of the Alliance, local businesses in the City can participate in business support such as financial mentorship and marketing assistance, which will supplement ICON CDC services.

Next Steps.

Once the MOU is executed, ICON CDC will work with staff to produce informational flyers, brochures, and postcards to advertise ICON CDC's presence and operating hours at Resource Center. ICON CDC will also assist with grand opening of the Resource Center, which will be scheduled for early November.

Consideration to Approve a Memorandum of Understanding Between the City of San Fernando and Initiating Change in Our Neighborhoods Community Development Corporation to Provide Business Resource Support Through the City's Business and Community Resource Center

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BUDGET IMPACT:

ICON CDC receives grant funding Congressman Tony Cardenas, which will be used to cover costs associated with this partnership. Therefore, there is no budget impact associated with adopting the proposed Memorandum of Understanding for this partnership.

CONCLUSION:

It is recommended that the City Council approve the MOU (Attachment "A" – Contract No. 2205) between the City and ICON CDC to provide business resources and supports at the City's Business and Community Resource Center.

ATTACHMENT:

A. Contract No. 2205

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN FERNANDO AND
INITIATING CHANGE IN OUR NEIGHBORHOODS
COMMUNITY DEVELOPMENT CORPORATION (ICON CDC)**

This Memorandum of Understanding ("MOU") is entered into by and between the City of San Fernando ("City") and Initiating Change in Our Neighborhoods Community Development Corporation ("ICON"), a Section 501 (c)(3) nonprofit organization. City and ICON are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the City of San Fernando is a California municipal corporation organized and existing under the laws of the State of California; and

WHEREAS, ICON is a section 501 (c)(3) nonprofit organization that provides free services to primarily low- and moderate-income entrepreneurs and small business owners to promote economic development, job creation, and financial literacy; and

WHEREAS, ICON is offering to provide its consulting services, free of charge, to entrepreneurs and small business owners located within the City's jurisdiction, in the areas of business planning, financial management, certification, procurement, credit counseling, marketing, social media, human resources, and licensing/permitting ("Program"); and

WHEREAS, the Parties desire to enter into this Memorandum of Understanding to implement the Program within the City's Business and Community Resource Center.

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated into and made a part of this MOU.
- 2. TERM.** This MOU shall become effective upon each Party's execution of the MOU and shall terminate one (1) year thereafter ("Term"), with an option to renew for two (2) one (1) year terms, unless terminated earlier. The City Manager, in his reasonable discretion, is authorized to exercise the City's extension options administratively.
 - A. Amendments:** This MOU may be amended with the approval of both parties, in writing, provided both parties sign the revised agreement. A modification request must be presented, in writing, thirty (30) days prior to effective date.
 - B. Termination:** Either party may terminate its participation in this MOU without cause by providing a 30-day written notice by a nationally recognized overnight delivery service with delivery to, personal service at, or mail to, the addresses identified herein. The thirty (30) days will begin on the date of personal service, the date placed with the overnight delivery service or the date of mailing as applicable.

- C. Extension:** This MOU may be extended by written agreement between both parties, provided such agreement is signed by both parties prior to the termination date and contains the following:
- i. A statement of intent to continue the provisions of the MOU;
 - ii. Revised effective and termination dates and
 - iii. Dated signature of the signatory's designee
- 3. NO PAYMENT OF OR FUNDING BY CITY FUNDS.** ICON recognizes and agrees that City shall have no obligation to provide City funds in support of ICON's Program or ICON's use of City facilities or perform any fundraising service on behalf of ICON.
- 4. USE OF CITY FACILITIES.** City shall permit ICON's use of City parks and buildings ("City Facilities") upon ICON's request to use any such City Facility to conduct the Program for the small business and entrepreneurial community located within the City's jurisdiction. City shall waive facility use fees for ICON's use of City Facilities for activities and services provided by or through the Program. City reserves the right to designate or redesignate which City Facilities may be used by ICON in the performance of its duties and responsibilities under this MOU. Nothing in this MOU shall be interpreted to grant any license or leasehold interest in the City Facilities to ICON.
- 5. ICON'S SCOPE OF SERVICES.** ICON's Scope of Services are outlined and attached to this MOU as **Exhibit A**.
- 6. INDEMNIFICATION:** ICON agrees to indemnify, defend and hold free and harmless the City and City's elected or appointed officials, officers, employees, agents and volunteers from, any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization, arising out of the consulting services and/or advice provided by ICON to entrepreneurs and small business owners located within the City's jurisdiction through the Program, as well as the willful misconduct or negligent acts, errors or omissions of ICON, its agents, employees, volunteers, or invitees, including each person or entity responsible for the provision of services hereunder. This provision shall survive the expiration or termination of this MOU.
- 7. LIMITATION OF CITY LIABILITY.** In no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this MOU or the services performed in connection with this MOU.
- 8. TAXES.** ICON shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning ICON or any employee of ICON and shall further indemnify, pay for the defense of, and hold harmless City of and from any such payment or liability arising out of or in any manner connected with ICON's performance under this MOU.

9. INSURANCE. At its sole expense, ICON shall procure and keep in force full and adequate insurance coverage of all of its operations pursuant to this Agreement as set forth below, and "City of San Fernando" shall be named as an additional insured on policies providing coverage for #1 and #3 below:

- (a) Commercial General Liability: (1986 ISO form or later) with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis.
- (b) Auto Liability (including owned, hired and non-owned autos): \$1,000,000 combined single limit (each accident).
- (c) Worker's Compensation and Employer's Liability: Statutory California State limits. These coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of Vendor.

Prior to start of work under this Agreement, ICON shall file with City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

10. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier (such as Federal Express, UPS, DHL, or similar courier), postage prepaid, return receipt required, or three (3) business days after deposit into U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as follows, unless otherwise notified in writing of change of address:

IF TO CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Nick Kimball, City Manager
Phone: (818) 898-1202
Email: Nkimball@sfcity.org

IF TO ICON:

ICON CDC
North Valley Region
13168 Van Nuys Blvd.
Pacoima, CA 91331
Attn: Roberto E. Barragan, Managing
Phone: (818) 416-2555
Email: Rbarragan@iconcdc.org

11. MISCELLANEOUS.

- A. Assignment Prohibited. ICON shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this MOU or any rights, duties or obligations of ICON hereunder without the prior written consent of City. A change of ownership or control of ICON or a sale or transfer of substantially all of the assets of ICON shall be deemed an assignment for purposes of this MOU.

- B. Cooperation; Further Acts: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this MOU.
- C. Governing Law and Venue. This MOU shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- D. No Third-Party Benefit. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this MOU inure exclusively to the Parties.
- E. Construction of MOU. This MOU shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this MOU together through a process of negotiation and with the advice of their respective attorneys.
- F. Severability. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- G. Amendment; Modification. No amendment, modification or supplement of this MOU shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- H. Captions. The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this MOU.
- I. Inconsistencies or Conflicts. In the event of any conflict or inconsistency between the provisions of this MOU and any of the exhibits attached hereto, the provisions of this MOU shall control.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY OF SAN FERNANDO

ICON CDC:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

EXHIBIT A**SCOPE OF SERVICES****Scope of Services for ICON CDC Partnership with the City of San Fernando**

This Scope of Services outlines the partnership between the City of San Fernando and ICON Community Development Corporation (CDC) to provide comprehensive business support services at the City's new Business & Community Resource Center. ICON CDC will collaborate closely with the City to enhance the local business community and foster economic growth through a range of services and initiatives.

*Services to be Provided:***1. One-on-One Business Consultation:**

- ICON CDC will offer personalized business consultations at the City's Business & Community Resource Center and on-site at business locations.
- Consultation services will cover diverse areas, including business planning, financial management, certification, procurement, credit counseling, marketing, social media, human resources, and licensing/permitting.

2. Appointment-Based Services:

- San Fernando small businesses can schedule appointments to meet directly with ICON CDC staff members.
- Appointments will be facilitated to ensure businesses receive tailored assistance efficiently.

3. Educational Workshops and Forums:

- ICON CDC will conduct quarterly workshops on various small business topics at City Hall.
- Quarterly forums will be organized to encourage community engagement, fostering interaction between local businesses and residents.

4. Development of Business Materials:

- ICON CDC will collaborate with the City to create a new Business Guide.
- Design and produce flyers, brochures, postcards, and other promotional materials showcasing available services and resources.
- Prepare information materials to assess specific business needs effectively.

5. Participation in Grand Opening Event:

- ICON CDC will actively support and participate in the Grand Opening event of the Business Resource Center.
- This participation will include staffing and engaging with attendees.

6. Advertisement of Services:

- Develop and distribute informational flyers, brochures, and postcards to advertise ICON CDC's presence and operating hours at the Business & Community Resource Center.

7. Designated Contact Person:

- Angelica Banuelos, ICON CDCs Community Engagement Manager, or another designated staff member from ICON CDC, will be the primary point of contact for this partnership.
- Angelica Banuelos will directly assist businesses and provide them tailored support as described in #1 above.

Reporting and Evaluation:

1. Regular Reporting:

- ICON CDC will provide the City with regular reports summarizing the number of businesses served, types of services provided, and outcomes achieved.
- Reports will be submitted quarterly to assess the impact of the partnership.

2. Feedback Mechanism:

- Implement a feedback mechanism to gather input from businesses and the community about the services offered.
- Use feedback to continuously improve the quality and relevance of the services provided.

Duration of the Partnership:

The partnership between ICON CDC and the City of San Fernando will be in effect for an initial period of one year, with the option to renew based on mutual agreement.

This Scope of Services represents a comprehensive understanding of the collaboration between ICON CDC and the City of San Fernando, with a shared commitment to enhancing the local business landscape and empowering entrepreneurs within the community.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: October 16, 2023

Subject: Consideration and Discussion Regarding Updates on American Rescue Plan Act Funding

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an update on American Rescue Plan Act (ARPA) funds; and
- b. Provide direction to staff, as appropriate.

BACKGROUND:

1. On March 12, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law. ARPA provides, among other items, payments to individuals of up to \$1,400 per person, extended unemployment benefits, and \$350 billion in fiscal stimulus funding paid directly to state and local governments.
2. Through the fiscal stimulus payments, the City will receive a total of \$5,818,339 in ARPA funds, which can be used to address impacts from the COVID-19 pandemic.
3. On June 21, 2021, the City Council approved Resolution No. 8075 which appropriated \$160,760 in ARPA funding to pay for technology improvements that support touchless services or reduce the need for "in-person" services (e.g., upgrade to VOIP telephone system, secure online credit card payment software, and make necessary network improvements to support the new systems), as well as additional facility cleaning and upgraded broadcast equipment/cameras in the Council Chambers and laptops for each City Councilmember.
4. On July 13, 2021, the City received its first distribution of ARPA funds in the amount of \$2,909,170. The second distribution was received in July 2022. These funds must be spent within three (3) years; on or before July 2024.

Consideration and Discussion Regarding Updates on American Rescue Plan Act Funding

Page 2 of 6

5. On September 7, 2021, the City Council accepted ARPA funds, appropriated \$250,000 to reimburse the City for COVID-19 response related expenditures, and directed staff to move forward with engaging a professional services firm to assist with administration of the ARPA funds.
6. On October 4, 2021, the City Council approved an Agreement with Hinderliter, de Llamas and Associates (HdL) to provide COVID-19 Relief and Economic Recovery Program Administration Services related to the City's ARPA funds.
7. On April 4, 2022, the COVID Relief Program Ad Hoc provided an update to City Council and received input regarding Councilmember priorities for use of ARPA funds. The City Council also elected to take the City's total allocation as "Revenue Loss" which allows the greatest flexibility to expend the funds.
8. On September 6, 2022, the City Council adopted Resolution No. 8175 which appropriated \$4,200,000 in ARPA funding towards specified programs and projects, including the City Mobile App – Virtual San Fernando; Downtown Master Plan; Wi-Fi at Las Palmas and Recreation parks; sidewalk repairs; First Time Home Buyer and Rehab Loan Revolving Fund; City Hall Beautification; solar power at City Facilities; Water System Capital Improvements; and a feasibility study for new City park space.
9. On November 7, 2022, the City Council adopted Resolution No. 8191 which appropriated \$200,341 in ARPA funding to address the budget gap for the Layne Park Revitalization Project.
10. On February 21, 2023, the City Council adopted Resolution No. 8216 which appropriated the remaining ARPA fund balance of \$1,007,239 to address the budget gap for the Annual Street Resurfacing Project.
11. On April 17, 2023, the City Council authorized a re-appropriation of \$300,000 from the solar power at City facilities project to be instead used towards homeless outreach services and related programming.
12. On August 7, 2023, City Council reviewed the status of ARPA funded programs/projects and directed staff to return to a City Council meeting in October for additional discussion, including status updates of current ARPA funded projects and recommendations for reallocating unused ARPA funds.

ANALYSIS:

The focus of the City's ARPA Expenditure Plan ("Plan") is to provide funding to projects that are transformative, programs that address a gap in service as identified through community/business surveys, and critical infrastructure projects that require gap funding. Priority is also given to

Consideration and Discussion Regarding Updates on American Rescue Plan Act Funding

Page 3 of 6

resident support, business support and capital improvement programs/projects that have limited options to secure alternate funding sources.

Per City Council approval, ARPA funding has been appropriated toward the below programs and projects. Council additionally directed staff to review each project/program for actual dollars spent and additional expected costs to identify opportunities to re-appropriate funds. The outcome of this analysis is provided as follows:

PROGRAM/PROJECT	ORIGINAL ARPA BUDGET	ACTUAL SPENT TO-DATE	ADD'L EXPENSES/ ENCUMBR ANCES	AVAIL FOR REAPPROP	STATUS
COVID-19 Relief/Response Reimbursement	205,291	205,291	-	-	Complete
Council Chambers/AV Upgrade	24,981	24,981	-	-	Complete
Annual St. Repavement	1,007,232	1,007,232	-	-	Complete
Homeless Outreach Services	300,000	35,000	265,000	-	In Progress
Downtown Master Plan	250,000	-	250,000	-	In Progress
Layne Park Revitalization Project	200,341	194,244	6,097	-	In Progress
City Mobile App - Virtual San Fernando	200,000	10,800	137,400	51,800	In Progress
Technology Improvements	180,494	12,664	167,830	-	In Progress
Feasibility Study - New City Park Space	50,000	-	50,000	-	In Progress
Water System Capital Improvements	2,000,000	-	850,000	1,150,000	Not Started
Sidewalk Repairs	500,000	-	500,000	-	Not Started
First Time Homebuyer Support & Rehab Loan Revolving Fund	500,000	-	500,000	-	Not Started
Wi-Fi at LP & Recreation Park w/Computer Rooms	300,000	-	25,000	275,000	Not Started
City Hall Beautification	100,000	-	100,000	-	Not Started
Total	\$5,818,339	\$1,490,212	\$2,851,327	\$1,476,800	

Consideration and Discussion Regarding Updates on American Rescue Plan Act Funding

Page 4 of 6

Current ARPA Projects Status – Available Balances

Of the programs/projects originally approved by Council for ARPA funding, the following three have estimated funding balances totaling \$1,476,800 that are not expected to be expended by the required ARPA deadline:

- *City Mobile App – Virtual San Fernando:* This multipronged project includes both a 311 Customer Service Request mobile application as well as a redesign of the City's website to enable a more end-user, service-oriented model. The 311-system is expected to be online by December 2023. Pending City Council authorization to award a professional services contract to a firm to redesign the City's website, it will take approximately 9-12 months to complete the website redesign, with a projected launch timeframe of Fall 2024. Although both projects are underway, there is an estimated unused balance of \$51,800.
- *Water System Capital Improvement:* \$2 million in funding was initially set aside as gap funding for water system improvements for the water treatment and upper reservoir capital projects. Since the time of initial appropriation, funding has been received from several state funding sources including \$7.5 million from former State Senator Hertzberg and \$3 million from Senator Caroline Menjivar. Though significant funding has been achieved, \$850,000 in ARPA funding is yet needed to complete the upper reservoir project. This will leave a balance of \$1.15 million available for alternative programs/projects.
- *Wi-Fi at LP & Recreation Park w/Computer Rooms:* This project was funded with the objective of establishing high speed Wi-Fi internet at the City's busiest parks and ensuring digital access at high-traffic recreation rooms. In October 2022, the City Council authorized a memorandum of understanding (MOU) between the City and the County to support broadband connectivity to address the digital divide by delivering high-speed, high-quality broadband internet service to each residence using wireless technology, fiber or a combination of both. This collaboration will enable high-speed internet at all parks throughout the City. Additionally, grant funding was received which has since been used to establish a mobile computer lab at Las Palmas park. Replicating the mobile lab at Recreation Park will cost approximately \$25,000. In turn, the \$275,000 balance set aside for this project can be redeployed for other uses.

Reappropriation of ARPA Funds – Program/Project Considerations.

On August 7, 2023, the City Council offered alternative projects for consideration if was funding was available. The CDBG/ARPA Ad Hoc Committee additionally met and discussed further project options:

Consideration and Discussion Regarding Updates on American Rescue Plan Act Funding

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PROGRAM/PROJECT	DESCRIPTION	AMOUNT
Public Mural Arts Fund*	During the FY 2023-2024 Adopted Budget, Public Mural Arts Fund was established at \$25,000. This program will further supplement the newly established Public Arts – Mural Fund increasing available funds to \$100k for citywide mural projects.	\$75,000
Slurry Seal Project Gap Funding (3-Miles* or 6-Miles)	The FY 2023-2024 includes approximately \$1.9 million for Phase 3 of the City's Annual Street Repavement Project. Staff anticipate releasing the Project Bid in the upcoming weeks, but anticipate the current budget may be insufficient for the 3 miles planned. The past two phases included 6 miles of streets. Estimates for gap funding at both project levels is included for City Council direction.	<u>3-Miles:</u> \$250,000 <u>6- Miles:</u> \$1,625,000
Citywide Red Curb Project*	A recommendation was received from City Council to review projected costs for citywide curb painting in conjunction with Phase 3 of the Slurry Seal project.	\$200,000
Las Palmas & Rec Park Generator Installations*	The City received a \$300,000 grant from CalOES to purchase two emergency back-up power generators at Las Palmas and Recreation Parks. While the funding sufficiently covered the purchase of the generators, additional funding is needed to cover installation and permitting costs.	\$150,000
Las Palmas Park HVAC Project*	This project would be to replace the HVAC at Las Palmas Park. An initial estimate provided by Public Works during the budget process, but was rejected at the time to instead pursue a Facility Condition Assessment Report to assist with prioritizing capital projects.	\$400,000
Recreation Park Server Room Transition*	Estimated costs to relocate the server room at Rec Park, as it is currently housed in a closet that includes a water tank and shower stall.	\$50,000
Business & Community Center Resources*	Estimated costs to provide a permanent dry food bank, enhance façade improvements and conduct community/business events.	\$351,800

*Projects recommended by CDBG/ARPA Ad Hoc Committee

Consideration and Discussion Regarding Updates on American Rescue Plan Act Funding

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BUDGET IMPACT:

The City received \$5,818,339 in federal ARPA funding. Per ARPA Guidelines, all funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

To date, the City Council has allocated 100% of ARPA funding for various projects and programs, of which \$1,476,800 is estimated as available for reappropriation.

CONCLUSION:

Staff recommends that the City Council discuss current ARPA fund appropriations, available funding, and program/projects options to provide direction, as appropriate.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Carlos Hernandez, Assistant to the City Manager

Date: October 16, 2023

Subject: Discussion and Consideration to Award a Master Subscription Agreement with Granicus to Redesign the City Website

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Master Subscription Agreement (Attachment “A” – Contract No. 2204) with Granicus to redesign the City website including maintenance for five years; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On February 18, 2022, the City Council established the first set of Strategic Goals; with a specific goal to “Improve the City's use of technology to enhance customer service, work more efficiently, improve transparency for residents, businesses and other stakeholders, and increase community access to broadband.”
2. On September 6, 2022, the City Council adopted Resolution No. 8175 appropriating \$4,200,000 in American Rescue Plan Act (ARPA) funding towards specified programs and projects, including the City Mobile App – “Virtual San Fernando.”
3. On July 26, 2023, the City entered into a Professional Services Agreement with GoGov, a resident request and engagement mobile software application that helps residents make service requests and provides frequently requested information from the City website.

Discussion and Consideration to Award a Master Subscription Agreement with Granicus to Redesign the City Website

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ANALYSIS:

The City's website acts as the repository of information for all City services, policies, and programs. It is the central location for all City information available online and an excellent tool for community engagement. The current design of the City of San Fernando website (www.sfcity.org) has presented some challenges in recent years, including the inability to easily create and edit content, limitations to revise the look and feel of web pages, and difficulty formatting the website so that most of the information is available on the introductory main screen without scrolling. The current website was developed on a WordPress platform, which is highly customizable, but very difficult for City staff to manage and maintain. The current website is also organized by department, which is not typically how residents interact with the City. The proposed revamped website will act as a digital gateway and designed to be organized by service rather than by department.

Given the support from the community and from City Council to establish a "Virtual San Fernando," with the ability to make requests, pay bills, and easily find critical information online, staff began the procurement process to secure these services and improve San Fernando's online presence. During Fiscal Year (FY) 2022-2023, City staff coordinated a series of demonstration video calls with nine (9) vendors specializing customer relationship management software to establish a "Virtual San Fernando" for residents and businesses. Initially, demonstrations focused on the 311/resident request platforms to more easily report nuisance issues in the community such as potholes, fallen trees, graffiti, etc. To address this immediate need, the City contracted with GoGov to develop the resident request framework, including a standalone app called *mySanFernando*, which is currently [available for download on the Google Play Store and Apple Store](#). This project naturally evolved into a much larger project, which included the full redesign of the current website.

Further demonstrations from vendors specializing in building websites for government entities led staff to select Granicus given their ability to focus on governments of all sizes and their track record in developing user-friendly websites for neighboring cities in Southern California. The following examples show the website approach that Granicus uses for local government:

- Culver City, CA - <https://www.culvercity.org/Home>
- Lakewood, CA - <https://www.lakewoodcity.org/Home>
- South Gate, CA - <https://www.cityofsouthgate.org/Home>
- Salinas, CA - <https://www.cityofsalinas.org/Home>

Moreover, Granicus' services can be procured via OMNIA Partners, a cooperative purchasing program that the City uses for goods and services. Combining the 311/resident request framework, the City app, and the website redesign will create the ideal "Virtual San Fernando" platform to support residents, attracts tourists and potential businesses, and improve the image and recognition of the City. This will help achieve the 2022-2026 Citywide Strategic Goal 1, *Focus*

Discussion and Consideration to Award a Master Subscription Agreement with Granicus to Redesign the City Website

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on Community First, strategy 3: “Improve the City’s use of technology to enhance customer service, work more efficiently and make it easier to conduct business with the City, improve transparency, and increase community access to broadband.”

Cooperative Purchasing

OMNIA Partners has provided procurement of goods and services assistance to the City since 2018. Through the OMNIA Partners cooperative purchasing program, the City has contracted with many other vendors for goods and services. Finance staff met with OMNIA Partners in preparation for this procurement process. OMNIA Partners has worked alongside Granicus and several other Los Angeles County cities to provide a turnkey solution for website management, digital communications, 311 service requests, online transactions, and meeting transparency to connect governments and their communities.

Staff requests the approval of the proposed Master Subscription Agreement for the Website Redesign Project through the OMNIA Partners cooperative purchasing program in accordance with Section 2-802 of the San Fernando Municipal Code (SFMC). OMNIA Partners has competitively bid software and SaaS Solutions, under which this service is included. In compliance with SFMC Section 2-802, through OMNIA Partners, the City will receive the same product/service at the same or better pricing.

Next Steps

As of August 2023, the “Virtual San Fernando” project has launched with the development of the 311/resident request and mobile phone application that GoGov hosts. The website redesign component with Granicus will begin November 2023, with an anticipated public launch timeframe of October 2024. Throughout this time period, City staff will work with Granicus to migrate all essential content from the current website to the new one, develop new web pages, and consolidate necessary information to create a more user friendly interface for residents and businesses. Staff will continue to take part in trainings so that key staff from each department has an opportunity to develop the new website as well as customize web pages as time goes on.

BUDGET IMPACT:

The professional services fees by Granicus are included in the cost proposal (Exhibit “A” to Attachment “A”). The total cost for the Granicus Professional Services Agreement is \$97,800. The City received \$5,818,339 in federal ARPA funding, which have been appropriated to key City projects and programs, including the “Virtual San Fernando” project. An allocation of \$200,000 was established for the “Virtual San Fernando.” To date, a portion of that allocation has been spent on the 311 services, which aims to publicly launch in December 2023. The remaining funding is anticipated to cover the costs of the subscription fees for both software programs for five (5) years.

Discussion and Consideration to Award a Master Subscription Agreement with Granicus to Redesign the City Website

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SOURCES		
Fund	Account Number	Allocation
ARPA – Virtual San Fernando	121-3668-3689	\$ 200,000.00
Total Sources:		\$ 200,000.00

USES		
Activity	Account Number	Cost
GoGov CRM (Year 2 – 5)	121-105-3689-4270	\$ 40,320.00
Granicus – Website Redesign		
Implementation Fees	121-105-3689-4270	\$ 18,000.00
Annual Subscription Fees (Year 1 – 5)	121-105-3689-4270	\$ 54,163.23
Contingency/Professional Support Svcs.	121-105-3689-4270	\$ 25,636.77
Expenditures-to-Date:		
GoGov CRM (Year 1)	121-105-3689-4270	\$ 10,080.00
Total Uses:		\$ 148,200.00

CONCLUSION:

It is recommended that the City Council approve a Master Subscription Agreement with Granicus to redesign the City's website, and authorize the City Manager to execute the Agreement.

ATTACHMENT:

- A. Granicus Master Subscription Agreement - Contract No. 2204, including:
Exhibit "A": Granicus Cost Proposal



Master Subscription Agreement US/Canada

This Master Subscription Agreement ("Agreement") is effective as of the date an Order or SOW (as defined below) commences ("Effective Date") between the party procuring Granicus Products and/or Services ("Client") and Granicus, LLC, a Minnesota Limited Liability Company ("Granicus").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. Intellectual Property Ownership and Use Rights.

a) Intellectual Property Ownership. Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) License to Products. Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at granicus.com/legal/licensing and are hereby incorporated into this Agreement



by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) Third Party Contractors. Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) Data Sources. Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) Content. Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) Advertising. Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) Restrictions. Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
- (ii) Use the Products as a door or signpost to another server;



- (iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("Initial Term"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "Renewal Term") unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the "Term".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "Termination Date"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly



cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

f) Survival. Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) Fees. Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) Payment. Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) Purchase Orders. Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) Price Changes. Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees.



Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) Cooperative Purchasing. To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

5. Client Responsibilities.

a) Content. Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) Data Backup and Protection. Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) Passwords. Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) Cooperation. Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) Third-Party Technology. Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product



subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) Warranties:

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to



the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. "Deliverable(s)" means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) "Confidential Information" means all confidential and/or trade secret information of either party ("Disclosing Party"), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the



Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to:



(i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of



service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) Independent Contractor. Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) Publicity. Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) Waiver. No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) Notices. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client's mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102



(651) 757-4154
contracts@granicus.com

f) Severability. If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) Amendment. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) Applicable Law. Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) No Third-Party Beneficiaries. This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform



Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.



THIS IS NOT AN INVOICE

Order Form
Prepared for
San Fernando CA

Procurement Vehicle: NCPA (01-115)
In Support of: San Fernando CA

ORDER DETAILS

Prepared By: JBailey Cecchi
Phone: 720.681.6865
Email: jbailey.cecchi@granicus.com
Order #: Q-303882
Prepared On: 21 Sep 2023
Expires On: 19 Nov 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months. For year 1's invoice, 50% of the fees will be due upon signature, and 50% will be due upon delivery. An invoice will be sent at the beginning of year 2 for a lump sum of years 2-5 totaling \$44,163.23.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Enhanced Package	50% Up Front 50% Upon Delivery	1 Each	\$18,000.00
SUBTOTAL:			\$18,000.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenCities SaaS License	Annual	1 Each	\$10,000.00
SUBTOTAL:			\$10,000.00

Communications Cloud Tier:
for up to 99999 potential users.

Optional Solutions			
Solution	Billing Frequency	Quantity/Unit	Associated Fee
Communications Cloud	Annual	1 Each	\$11,500.00
OpenForms Enterprise License (30 users, 100 forms)	Annual	1 Each	\$8,625.00
GXG Information Architecture	Up Front	1 Each	\$22,500.00
Communications Cloud - Setup and Configuration	Up Front	1 Each	\$4,000.00
Communications Cloud - Online Training	Up Front	1 Each	\$500.00
Setup and configuration package: OpenForms License	Up Front	1 Each	\$0.00
Training: OpenForms	Upon Delivery	1 Each	\$0.00
GXG Digital Services Academy	Up Front	1 Each	\$15,000.00
SUBTOTAL:			\$62,125.00



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FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Years 2 -5			
OpenCities SaaS License	\$44,163.23			
SUBTOTAL:	\$44,163.23			

Optional Solution(s)	Period of Performance			
	Period 2	Period 3	Period 4	Period 5
Communications Cloud	\$11,960.00	\$12,438.40	\$12,935.94	\$13,453.37
OpenForms Enterprise License (30 users, 100 forms)	\$8,970.00	\$9,328.80	\$9,701.95	\$10,090.03



PRODUCT DESCRIPTIONS

Solution	Description
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Solution	Description
Granicus Web - Enhanced Package	<p>The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management <ul style="list-style-type: none"> ◦ Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: <ul style="list-style-type: none"> ◦ One (1) site analytics report based on Google Analytics ◦ One (1) homepage heatmap analytics visualization ◦ One (1) internal stakeholder survey ◦ One (1) Community survey export ◦ One (1) modular homepage wireframe based on predefined building blocks ◦ Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) <ul style="list-style-type: none"> ◦ Best practices review, one (1) hour session ◦ Site scrape loaded into AIM framework document • One (1) Visual Design Package <ul style="list-style-type: none"> ◦ One (1) homepage design concept ◦ Interior page sample ◦ Mobile version sample ◦ Up to three (3) rounds of design revisions • Up to two (2) CX features <ul style="list-style-type: none"> ◦ choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training <ul style="list-style-type: none"> ◦ Delivered in three (3) non-consecutive sessions eight (8) hours total ◦ Up to ten (10) people



Solution	Description
<p>Communications Cloud (Optional Solution)</p>	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> • Up to 99,999 Potential Users • Unlimited email sends with industry-leading delivery and management of all bounces • Support to upload and migrate existing email lists • Access to participate in the GovDelivery Network • Ability to send mass notifications to multiple devices • 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support • Text-to-subscribe functionality • Up to 2 Web-hosted training sessions annually • Up to 50 administrators • Up to 1 GovDelivery account(s) • Access to a complete archive of all data created by the client for 18 months (rolling) • Up to 3 hours of message template and integration development • Up to 100 subscription topics • Up to 100,000 SMS/text messages per year from a shared short code within the United States* <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>



Solution	Description
OpenForms Enterprise License (30 users, 100 forms) <i>(Optional Solution)</i>	<p>OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 30 users, 100 published forms.</p> <p>Key features include:</p> <ul style="list-style-type: none">• Workspaces• Response workflows• Custom documents (Certificates, permits, formal letters & more)• Form versioning & scheduling• Drag and drop form builder• Display logic and calculations• Payments• Insights dashboard• Form analytics• Support team access• Save responses• Unlimited responses• Data connections and API access• Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form



Solution	Description
OpenCities SaaS License	<p>The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes:</p> <ul style="list-style-type: none"> • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) • Comprehensive SLA and Support Ticketing system <p>See subscription agreement for details.</p>
GXG Information Architecture (Optional Solution)	<p>Updating your website's Information Architecture (IA) is key to improving the overall user experience. Our IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a strategic and scalable approach to content priorities, a development of a navigation structure for your new site, and the creation of an actionable implementation strategy for your existing content. Activities include:</p> <ul style="list-style-type: none"> • Kickoff: Align on goals, expectations, timelines, and deliverables • Data Audit: We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs. • User engagement: Conduct up to one (1) card sort with up to forty (40) external users OR up to one (1) tree test with up to forty (40) external users <p>Deliverable:</p> <ul style="list-style-type: none"> • Recommendations & Implementation Report. Includes new Information Architecture map, connecting individual pages to their new categories and location in the site tree <p>Assumptions:</p> <ul style="list-style-type: none"> • Covers analysis and IA for sites with up to 2,500 URLs. • Three-month period of performance to be completed within the contract period. • Does NOT include a content audit. • Does NOT include content creation. • Client sources external users for testing. • Does NOT include document review.



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Solution	Description
Communications Cloud - Setup and Configuration (Optional Solution)	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes:</p> <ul style="list-style-type: none"> • The implementation consultant will be assigned to Recipient during the setup process for up to 90 days • Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics • Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff • Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff
Communications Cloud - Online Training (Optional Solution)	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.
Setup and configuration package: OpenForms License (Optional Solution)	Setup and configuration of OpenForms
Training: OpenForms (Optional Solution)	1.5 hour OpenForms Training session for up to 25 people, delivered online.



Solution	Description
GXG Digital Services Academy (Optional Solution)	<p>Digital transformation is more than just creating PDFs as online services. It's about creating a digital experience that starts long before the user gets to the online form.</p> <p>GXG experience strategists will help your team think about your top services through a user experience lens, focusing on journey mapping, user stories, content improvement, user testing, and smart forms that include workflows and smart logic, learning how to support an improved user experience from the start. The Digital Services Academy lays the foundation for better government websites, empowered teams, and engaged users. Activities include:</p> <ul style="list-style-type: none"> • Insights Session. One (1) 30-min virtual meeting prior to the DSA with GXG and client to align on goals, dates, participants, and services. • Services review. Following the Insights Session, GXG will review each service selected to validate workshop feasibility. • Digital Services Academy. At least one GXG team member will be virtual with your team to facilitate up to three (3), 2.5-hour workshops over the course of one week, on Monday, Wednesday and Friday, for example. <p>Assumptions:</p> <ul style="list-style-type: none"> • Sold as Firm Fixed Price (not Time & Materials). • Assumes a 1-month level of effort to be completed within the contract period. • Assumes the client has manual PDFs or use another digital tool. • No more than 20 participants for each session. Each participant should attend all three sessions. • NOT for clients that mainly use third-party applications for all services. • NOT for clients that have a centralized content creation model.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- Granicus Communications Suite Subscriber Information.
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on



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an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- Data obtained through the Granicus Advanced Network.
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

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TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-303882 dated 21 Sep 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of San Fernando CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- Updates to Shared Short Codes for SMS/Text Messaging:
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

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San Fernando CA

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-303882 dated 21 Sep 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

San Fernando CA	
Signature:	
Name:	
Title:	
Date:	

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: October 16, 2023

Subject: Consideration to Establish a Pension Obligation Bond Ad Hoc Committee to Review Additional Investment Opportunities to Decrease the City's Pension Liability

RECOMMENDATION:

It is recommended that the City Council appoint two Councilmembers to serve on a Pension Obligation Bond Ad Hoc Committee to review investment opportunities to decrease the City's long-term pension liability.

BACKGROUND:

1. On August 20, 2018, staff provided the City Council with an analysis and projection of the City's long-term pension and retiree health (i.e., Other Postemployment Benefits, or OPEB) costs as well as various funding strategies to address those liabilities.
2. On March 4, 2019, the City Council awarded a Professional Services Agreement to Urban Futures, Inc. to develop cost projections and recommendations to address the City's Pension and Other Post Employment Benefit ("OPEB" or "Retiree Health Benefit") liabilities.
3. On February 3, 2020, the City Council received a presentation from Urban Futures on the City's Unfunded Pension and Retiree Health Benefit Liabilities and directed staff to move forward with the process to issue Pension Obligation Bonds (POBs).
4. On March 3, 2020, the City Council approved the selection of Jones Hall, via competitive RFP process, to serve as Bond and Disclosure counsel with respect to the proposed POBs, and as special counsel with respect to related judicial validation proceedings.
5. On June 15, 2020, the City Council approved a resolution authorizing the issuance of POBs and the filing of the Judicial Validation Proceedings to determine the validity of such bonds.
6. On November 11, 2020, the City successfully completed the validation process, allowing the City to move forward with considering issuing POBs.

Consideration to Establish a Pension Obligation Bond Ad Hoc Committee to Review Additional Investment Opportunities to Decrease the City's Pension Liability

Page 2 of 2

7. On March 15, 2021, the City Council awarded a Professional Services Agreement to Samuel A. Ramirez & Co., Inc., to serve as underwriter for the proposed Pension Obligation Bonds. The Financing Team consisted of Jones Hall (Bond Legal Counsel), Urban Futures Inc. (Fiscal Advisor) and Ramirez & Co. (Underwriter).
8. On July 27, 2021, the City Council approved the Sale of Pension Obligation Bonds (POBs) to refund the City's CalPERS Unfunded Accrued Liability (UAL) in an amount not to exceed \$45,592,101, and approved other related documents.
9. On August 19, 2021, the City issued \$36,525,000 in POBs to provide funding for contributions to the City's unfunded pension obligations with CalPERS. Interest rates on the 2021 POBs range from 0.242% to 3.172% and the POBs will mature in 2046.

ANALYSIS:

The POBs approved by City Council in 2021 was part of a multi-pronged approach to reduce the City's long-term Pension and OPEB liabilities. To achieve this, the City worked with the various bargaining units to move from a defined benefit to a defined contribution retiree health program, increased employee contributions toward CalPERS pension costs, and refinanced the outstanding Pension Liability to a lower rate through the issuance of POBs. Issuance of POBs was successful in lowering the City's long-term pension liability by approximately \$15 million over the life of the bonds.

Due to the current interest rate environment, there may be an opportunity to further reduce the City's long-term pension liability by investing the Retirement Fund cash balance. In order to be able to thoroughly review the opportunity, staff recommends that City Council appoint two members to be part of the Pension Obligation Bond Ad Hoc. This Ad Hoc will work with staff and the Financing Team to review the proposal and make a recommendation to City Council. The Ad Hoc Committee will be dissolved after the City Council considers the Ad Hoc Committee's recommendation and provides direction to City staff. It is anticipated that the Ad Hoc Committee will need to meet twice in October/November to complete the assigned tasks.

BUDGET IMPACT:

There is no budget impact to forming an Ad Hoc Committee to review proposals.

CONCLUSION:

It is recommended that City Council appoint two Councilmembers to serve on a Pension Obligation Bond Ad Hoc Committee to review investment opportunities to decrease the City's long-term pension liability.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: October 16, 2023

Subject: Consideration and Discussion to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8260 (Attachment “A”), establishing the City of San Fernando’s Commissioner’s handbook “Guidelines for Boards, Commissions and Committees” (Exhibit “A” of Attachment “A”);
- b. Authorize the City Manager to make non-substantive changes, as appropriate;
- c. Authorize the City Manager, or designee, to take certain related actions to develop, implement and facilitate an in-house Commissioners training program; and
- d. Provide direction to staff, as appropriate.

BACKGROUND:

1. On May 22, 2023, the City Clerk presented the City Clerk Departments Proposed Objectives and Work Plan for Fiscal Year (FY) 2023-2024, which included adopting and implementing City Guidelines for Boards, Commissions and Committees (“Handbook”) (Exhibit “A” to Attachment “A”).
2. On June 20, 2023, the City Council adopted the City’s FY 2023-2024 Budget, which included approval of \$3,500 allocation for developing a handbook for Commissioners and for a potential consultant to facilitate a training program for the Commissioners.

Consideration and Discussion to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

Page 2 of 3

ANALYSIS:

In response to the evolving needs of the community, the City Council plays a pivotal role in shaping the City's future. Central to this process are the Commissioners and Committees, who are essential advisory bodies comprised of dedicated community members appointed by the City Council. These bodies serve an important function by providing recommendations on various matters within their purview. In addition to advising the City Council, some Commissions, such as the Planning and Preservation Commission, have legislative duties. These Commissions and Committees help ensure that the City Council's decisions are informed and well-rounded.

The City has four (4) active Commissions: 1) Education Commission, 2) Planning and Preservation Commission, 3) Parks, Wellness and Recreation Commission, and 4) Transportation and Public Safety Commission. The primary focus of these Commissions are, in general to review City programs, projects, and community issues. These advisory bodies provide greater community participation, outreach, opportunities for civic engagement, insight into community needs, and provides recommendations to assist with informed decisions by the City Council.

Currently, there is no single document outlining Commission operations. While Commissions support City Council's decisions, the absence of uniform guidelines, processes, and Commissioner training can cause confusion among Commissioner's, City staff, and the public. To address this challenge, the City Clerk's Office has prepared the Guidelines Handbook for Commissioners and City staff liaisons. This Handbook aims to provide resources, establish consistency, increase transparency, enhance public participation and engagement in the way Commissions conduct business and carry out their advisory role to the City Council.

The Handbook provides general information to Commissioners, such as:

- Membership Qualifications, Selection and Appointment Process
- Onboarding of New Commissioners
- Commissions Scope and Authority
- Commissioner Roles and Responsibilities
- Parliamentary Procedures
- Meeting Compliance and Regulations
- Helpful Resources

By providing consistency and transparency, this Handbook aims to enhance public engagement and strengthen the advisory role of the Commissions, thereby improving the City's decision-making processes. The Handbook will also serve as the basis for the upcoming Commissioner training to be developed.

Consideration and Discussion to Adopt a Resolution Approving “Guidelines for Boards, Commissions and Committees Handbook”

Page 3 of 3

BUDGET IMPACT:

The FY 2023-2024 Adopted Budget included an appropriation for \$3,500 towards contractual services to facilitate Commissioners training. To implement the Handbook, in-house training can be achieved and potentially return any unused appropriation to the General Fund.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8260 (Attachment “A”) establishing the City’s Guidelines for Boards, Commissions and Committees handbook (Exhibit “A” of Attachment “A”), authorize the City Manager or designee to develop, implement and facilitate an in-house Commissioners training program.

ATTACHMENTS:

- A. Resolution No. 8260, including:
 - Exhibit “A” – Guidelines for Boards, Commissions and Committees

RESOLUTION NO. 8260**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA APPROVING THE GUIDELINES FOR BOARDS, COMMISSIONS
AND COMMITTEES HANDBOOK**

WHEREAS, in response to the evolving needs of the community, the City Council plays a pivotal role in shaping the City's future. Central to this process are the Commissioners and Committees, who are essential advisory bodies comprised of dedicated community members appointed by the City Council. These bodies serve an important function by providing recommendations on various matters within their purview. In addition to advising the City Council, some Commissions, such as the Planning and Preservation Commission, have legislative duties. These Commissions and Committees help ensure that the City Council's decisions are informed and well-rounded; and

WHEREAS, the City Council serves as the ultimate deliberative body regarding all business and policy matters for the city and wishes to establish consistent guidelines and processes for individuals appointed to a City Commission and basic operation of its Boards, Commissions and Committees (Commission); and

WHEREAS, the City Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission's scope and are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. **Recitals.** That by adoption of this resolution, the City Council finds that the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. **Findings.** That by adoption of this resolution, the City Council, as consideration of the Commission Handbook Guidelines, as recommended by City staff, makes the following findings:

- a. The proposed Guidelines for Boards, Commissions and Committees Handbook will assist to create consistency and streamlining the onboarding and orientation process, and provides basic clarity and guidance to newly appointed City Commissioners on general practices for the operation of Commissions.
- b. The Guidelines for Boards, Commissions and Committees handbook may be updated by the City Manager, as applicable in order to develop and implement a Commissioners training program.

SECTION 3. That by adoption of this resolution, the City Council hereby approves and adopts the Guidelines for Boards, Commissions and Committees Handbook, attached hereto as **Exhibit "A"**, which includes general rules and practices to provide guidance to Commissioners serving on a Commission.

SECTION 4. **Effective Date.** This Resolution shall take effect Immediately upon Its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 16th day of October, 2023.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8260 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 16th day of October, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of October, 2023.

Julia Fritz, City Clerk



CITY OF SAN FERNANDO

GUIDELINES FOR BOARDS, COMMISSIONS

AND COMMITTEES



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Welcome!

Congratulations on becoming a valued member of the City of San Fernando team as a City Commissioner! I am thrilled to have you on board, as your appointment holds immense significance for your Commission's vital role in advising the San Fernando City Council on matters of utmost importance to our community.

This comprehensive Commissioners Guidelines has been thoughtfully crafted to provide you with essential information pertaining to your participation in public meetings, expectations regarding attendance, and the pivotal roles of Commissioners, staff, and Council liaisons as you collaborate with your Commission on the development of its advisory areas.

Your dedication and contributions as a Commissioner will undoubtedly make a positive impact on our community and enhance the effectiveness of the San Fernando City Council. Your commitment to service is truly commendable, and I eagerly anticipate witnessing the remarkable work you will accomplish on your Commission, representing the best interests of the San Fernando community.

Thank you for your unwavering commitment and valuable service to the San Fernando community. Together, we will continue to strive for excellence and make a lasting difference.

Warm Regards,

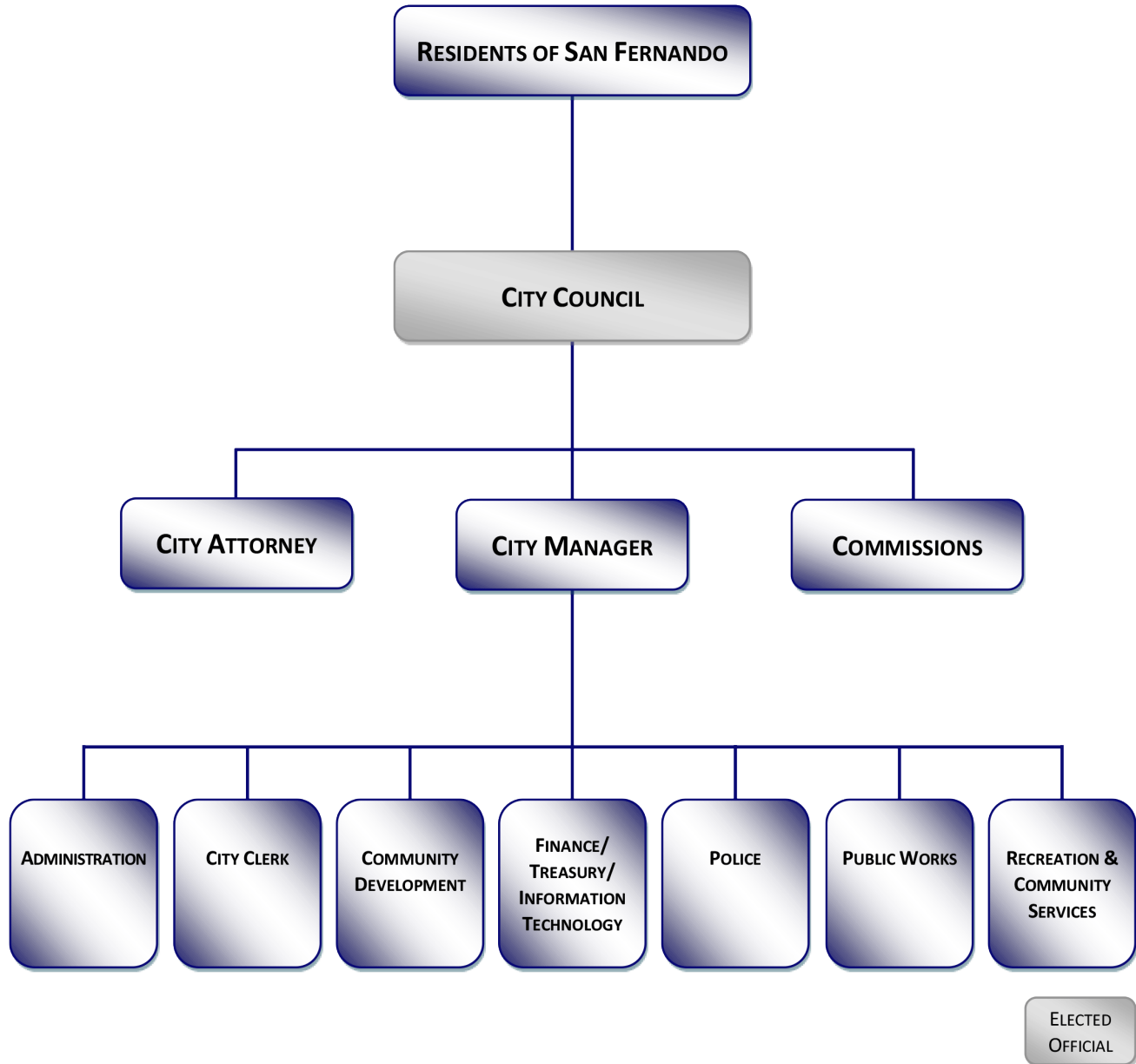
Nick Kimball
City Manager



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CITY ORGANIZATION CHART





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INTRODUCTION AND OVERVIEW

City of San Fernando is a California municipality of approximately 24,500 residents, and incorporated as a General Law City in August of 1911. The City of San Fernando is governed by a five-member City Council elected to staggering four-year terms by voters of San Fernando on the November ballot, held on each even year. In December of each year, the City Council holds an annual reorganization to select a Mayor and Vice Mayor from among the five Council members. The appointments are made by a majority vote of the City Council and are for a one-year term until the next annual reorganization.

The City Council is the legislative body responsible for making all major policy decisions and direction for the City of San Fernando, including adoption of the City's annual budget, major land use plans, infrastructure projects and facility and program activities. The Council relies on advisory input from many sources, including the City Commissions.

CITY COMMISSIONS: ROLES, RESPONSIBILITIES, AUTHORITY AND SPECIAL ASSIGNMENTS

ROLES

Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission. They are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

Once per year, Commissioners will vote to elect a Chair and Vice Chair of the Commission. The Chair is responsible for leading the meetings of the Commission. The Chair shall call the meeting to order, state items to be discussed on the agenda, permit all members the opportunity to be heard, allow for comments from the public, call for a vote when required and work directly with the staff liaison to ensure a successful meeting. The Vice Chair shall serve the role of Chair in the absence of the Chair. The City Council serves as the ultimate deliberative body regarding all business and policy matters for the city. Any requests for significant work by Commissions shall be considered by the City Council, resulting in recommendations. The City Council will then vote to approve applicable recommendations on any city policy or expenditure(s). Commissioners do not direct or delegate work tasks to City staff and Commission liaisons. Commission annual work plan activities and assignments are to be completed by Commissioners.

The City Attorney may be available to provide legal advice when asked by the staff liaison regarding the Brown Act, parliamentary procedure, or on topics related to the Commission's business. Except for the Planning Commission, the City Attorney will not attend Commission meetings on a regular basis.

RESPONSIBILITY

There are four (4) City of San Fernando Commissions. Each Commission consists of five (5) City Council-appointed representatives. Please refer to **Exhibit "A"**, attached herewith, for a detailed description of each Commission, as outlined in the San Fernando City Code.

A brief general overview of each City Commission is provided below and corresponding meeting day and time:

Education Commission. (Ord. No. 1605, § 1, 5-16-2011)

Regular Meeting Day and Time: Monthly on the last Tuesday, at 4:30PM

Staff Liaison: Director of Recreation and Community Services

The duties of the Education Commission is to:

- (a) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city;

- (b) Initiate studies, investigations, surveys and make recommendations to the City Council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
- (c) Coordinate with the city police chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a school resource officer at those schools.
- (d) Subject to the approval of the City Council, the education Commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.

Parks, Wellness and Recreation Commission. (Ord. No. 1586, § 4, 3-16-2009)

Regular Meeting Day and Time: Monthly on the Second Thursday, at 6:30PM

Staff Liaison: Director of Recreation and Community Services

The powers and duties of the Commission shall be:

- (1) Initiating studies, investigations and surveys and making recommendations to the City Council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.
- (2) Subject to the prior approval of the City Council, adopting by resolution, rules and regulations not inconsistent with this code and city ordinances, for the maintenance, improvement, use and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city;
- (3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the City Council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.
- (4) Initiating studies, investigations and surveys and making recommendations to the City Council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.
- (5) Upon request of the City Council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the City Council.
- (6) Planning and implementing cultural special events and planning and Commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).
- (7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.
- (8) Identifying and, subject to City Council approval, securing outside funds to implement its activities, thereby saving City resources.

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the City Council to be historic resources. The Commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the City Council:

- (a) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.
- (b) Such other historic resources as the council shall from time to time select and add to this section by amendment.

Planning and Preservation Commission. (Ord. No. 1586, § 1, 3-16-2009)

Regular Meeting Day and Time: Monthly on the Second Monday, at 6:30PM

Staff Liaison: Director of Community Development

The duties of the planning and preservation Commission shall include the following:

- (a) Initiating studies, investigations and surveys and making recommendations to the City Council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof; and
- (b) Upon request of the City Council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and Ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the City Council.
- (c) The planning and preservation Commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

Transportation and Public Safety Commission. (City Code 1709, § 13.26.3)

Regular Meeting Day and Time: Monthly on the First Thursday, at 6:00PM

Staff Liaison: Director of Public Works and Police Chief

The duties of the Transportation and Public Safety Commission is to:

- (1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;
- (2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;
- (3) Receive complaints having to do with traffic matters; and
- (4) Recommend to the City Council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.
- (5) The Transportation and Public Safety Commission shall act solely as an advisory board to the City Council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the City Council, and shall study and make recommendations as to such matters directly to the City Council in an advisory capacity. Unless expressly authorized by the City Council, the Commission shall not represent itself to be acting for or on behalf of the City Council, nor shall it commit the officers, employees, or staff of the City in any manner or to any course of action. To the contrary, the Commission shall act as a study center and clearinghouse for advisory action to the City Council. The Commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations.

AUTHORITY

The City Manager shall appoint a City staff liaison to each Commission to provide staff support and work closely with the Chair to develop the meeting agendas and any information gathered for benefit of the Commissioners. Extensive training is provided in particular to the City's Planning and Preservation Commissioners, commensurate with those duties related to land use decision making – serving as a quasi-judicial body.

All Commissions are intended to be an advisory body (excluding the Planning and Preservation Commission) only and serve at the pleasure of the City Council. Commissions are not allowed to direct City staff that will result in an expenditure of staff resources exceeding the applicable amounts allocated in the approved annual budget.

The City Attorney may be available to provide legal advice when asked by the staff liaison regarding the Brown Act, parliamentary procedure, or on topics related to the Commission's business. Except for the Planning and Preservation Commission, the City Attorney will not attend Commission meetings on a regular basis.

SPECIAL ASSIGNMENTS: AD HOC COMMITTEES

From time to time, as needs arise, the Commissions may choose to form an Ad Hoc Committee, which are less formal in nature, have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the Commission with a new scope or unfinished scope. Ad Hoc Committees are not subject to the requirements of the Ralph M. Brown Act. Ad Hoc Committees consist of City staff and two Commissioners that are appointed by the Commission and shall report back to the Commission at appropriate intervals regarding informational updates and upon conclusion of the task assigned by the Commission. Ad Hoc Committee's service concludes once a final report is provided, scope of work is completed, or as the Commission directs.

MEMBERSHIP RECRUITMENT, APPLICATION, APPOINTMENT, TERM LIMITS AND ORIENTATION PROCESS

MEMBERSHIP RECRUITMENT, APPLICATION

To apply, the person must be 18 years old, a registered voter and resides in the City of San Fernando. Interested applicants must complete an [“Application to Serve on a City Commission” \(Exhibit “B”\)](#) with a biography and submit both documents to the City Clerk’s Office via email: cityclerk@sfcity.org; delivery in person or through the US postal mail service, City Hall 117 Macneil Street, San Fernando. Copies of applications are provided to the appointing Councilmember for their consideration and with their final recommendation to approve the appointment is ratified by the City Council.

APPOINTMENT, TERM LIMITS AND ORIENTATION PROCESS

Appointment of City Commissioners. (Ord. No. 1648, § 3, 12-7-2015) **(Exhibit “C”)**

- (a) The City Council shall have the authority to appoint individuals to City Commissions.
- (b) Appointed members of Boards and Commissions serve at the pleasure of the City Council, pursuant to Government Code Section 36506.

Method of appointment to Commissions. (Ord. No. 1648, § 3, 12-7-2015)

Unless otherwise specified in the City Code, each City Councilmember is, assigned a position that correlates to a position on each Commission. That Councilmember will have the authority to nominate an individual to serve in the assigned position on the Commission. Each such nomination shall require ratification by a majority of the City Council.

Removal of Commission Members; Vacancies. (Ord. No. 1648, § 3, 12-7-2015)

- (a) All Commissioners serve at the pleasure of the City Council and any Commissioner may be removed, with or without cause, either by a majority of the entire membership of the City Council or by the Councilmember who individually appointed such Commissioner.
- (b) If vacancies in any Commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The City Councilmember who nominated the vacating Commissioner shall nominate a replacement Commissioner, subject to ratification by a majority of the City Council.

Term of Commissioners. (Ord. No. 1648, § 3, 12-7-2015)

The term of office for each Commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned City Councilmember or until the member resigns.

Rules of Decorum for Commissions. (Ord. No. 1648, § 3, 12-7-2015)

- (a) Decorum and order—Commissioners.
 - (1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the Commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

-
- (2) Every Commissioner desiring to speak shall address the Chair of the Commission and, upon recognition by such Chair, shall confine discussion to the question under debate.
 - (3) Every Commissioner desiring to question administrative staff should address questions to the City Manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.
 - (4) A Commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the Chair of the Commission, or a point of order is raised by another Commissioner, or the speaker chooses to yield to questions from another Commissioner.
 - (5) Any Commissioner may move to require the Chair of the Commission to enforce the rules. A majority of the Commission shall require enforcement of the rules if the Chair of the Commission has refused.
- (b) Decorum and order—Employees. Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of Commissions. The City Manager shall ensure that all city employees observe such decorum. Any staff member, including the City Manager, desiring to address the Commission or members of the public shall first be recognized by the Chair of the Commission. All remarks should be addressed to the Chair of the Commission and not to any one individual Commissioner or member of the public.
 - (c) Decorum and order—Public. Members of the public attending Commission meetings shall observe the same rules of order and decorum applicable to the Commission. Each person who addresses the Commission shall not make personal, impertinent, slanderous or profane remarks to any member of the Commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the Commission meeting shall, at the discretion of the Chair of the Commission or a majority of the Commission, be barred from further audience before Commission during that meeting.
 - (d) Personal interest. No Commissioner disqualified from participation under state or local law shall remain at the Commission dais during the debate or vote on such matter. The Commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the Chair of the Commission, leave the dais during the debate or vote on the issue.
 - (e) Limitations on debate. No Commissioner shall be allowed to speak more than once upon any one subject until every Commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.
 - (f) Dissents and protests. Any Commissioner shall have the right to express dissent from, or protest to, any action of the Commission and request that the reason be entered into the minutes.
 - (g) Procedures in absence of rules. In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.

ORIENTATION PROCESS/ONBOARDING

The staff liaison shall provide onboarding to newly appointed Commissioners. Training is provided in particular to the Planning and Preservation Commissioners, commensurate with those duties related to land use decision making – serving as a quasi-judicial body - per the San Fernando Municipal Code. It is the Commissioner's responsibility to ensure staff has up-to-date contact information and regularly monitors their City issued email to allow for communication for distribution of agendas or other important information. A "Check-off List for New/Outgoing Commissioners", (**Exhibit "D"**) is used to ensure that every aspect of the new Commissioner appointment be covered during the onboarding process.

COMMISSIONER PARTICIPATION

The primary purpose of each Commission is to provide a forum for the thorough vetting of matters within the commission's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the commission's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

When attending Commission meetings, all voting members have the opportunity and right to participate and be heard. The Chair of the Commission holds the responsibility for the Decorum and Order at the meetings, and shall permit each Commissioner to offer comments and make motions on matters on the meeting agenda pursuant to the Parliamentary Procedure (**Exhibit "E"**).

Additionally, some Commissions are expected to participate outside of the regular meetings. For example, Planning and Preservation Commissioners may attend the annual Planners Institute offered by the League of California Cities. Several Commissions participate in various events throughout the year and other participation in Commission events may be required.

COMPENSATION

Commissioners receive a monthly stipend of \$100/per meeting attended, maximum one meeting per month.

MEETINGS, AGENDAS, LAWS AND REGULATIONS

MEETING INFORMATION AND AGENDAS

Advisory groups are generally required to hold regular meetings on regularly specified meeting dates and at regularly scheduled times. Meetings are to be open and public with an agenda published and posted 72 hours before the meeting. (See "The Brown Act" section.)

Adjourned meetings are those called by the chairperson to complete business on an agenda that is not acted upon during the regular meeting. A specified date and time is announced to the public and recorded in the minutes.

A special meeting may be called by the chairperson or a majority of the members. Twenty-four (24) hours of advance notice is required. The notice of the special meeting must contain the time, place, and the subject matter to be discussed. Only items included in the agenda notice are allowed. If you need to schedule a special meeting, Inform your staff liaison as soon as possible.

APPLICABLE LAWS AND REGULATIONS

All City Council Commissions shall comply with the requirements of the Ralph M. Brown Act. Each Commission has an established date, time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing Commission shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.

The Political Reform Act of 1974 (PRA), codified in the California Government Code, aims to prevent self-dealing in governmental decision-making. It mandates the disclosure of personal income and assets by most state and local officials and requires them to abstain from decisions that could affect their economic interests. Members of the City Council and the Planning and Preservation Commission are required to complete an annual Form 700 (**Exhibit "F"**) and to complete the same upon assuming and departing from public office/Commission are also required under the PRA.

REQUIRED ATTENDANCE / POLICY FOR REMOVAL

Commissioners are expected to attend all regular meetings. Meetings are scheduled at specified times each month or at regular intervals. Commissioners attendance and participation in the business of the Commission is necessary for the success of the Commission in achieving its annual work plan goals. When a Commissioner is unable to attend a meeting, it is courteous to notify the City staff liaison and Commission Chair of expected absence.

If any Commissioner is absent from three or more meetings in a year, that information will be reported to the City Council and can be grounds for removal. This policy allows for another resident to be appointed to the Commission. Attendance is tracked by City staff and the City Clerk shall report to the City Council quarterly.

RESIGNATION

If a Commissioner is no longer available to serve, the Commissioner must submit a resignation in writing by sending a written communication to the staff liaison or the City Clerk. Since the term has not expired, the resignation is treated as an Unscheduled Vacancy, and by state law a 20-day Notice of an Unscheduled Vacancy (**Exhibit “G”**), must be immediately posted by the City Clerk to invite new applicants for the vacant Commission seat. The notice is posted physically in the display case in front of City Hall and on the City’s website. Final appointment to the Commission shall not be made by the City Council for at least 10 working days after the posting of the Unscheduled Vacancy notice by the City Clerk.

CODE OF CONDUCT

City Commissioners are representatives of the City while serving in their role as volunteer Commissioners, both while in attendance at meetings and while present at City functions as, a Commissioner. All Commissioners shall adhere to ethical behavior at all times and that entails compliance with the City of San Fernando’s City Wide Policies and Procedures adopted on April 4, 1997 “Code of Ethics and Conduct” (**Exhibit “H”**).

City officials including appointed City Commissioners shall be required to participate in state-mandated ethics training (commonly referred to as AB1234). Such training is available online from the FPPC, on YouTube, and from the City Attorney.

Here are the current resource links to fulfill Commissioners ethics training course below; however, from time to time course availability may be subject to change and an alternative would be provided at the time of change:

Fair Political Practices Commission:

<https://www.fppc.ca.gov/content/fppc-v2/fppc-www/learn/public-officials-and-employees-rules-/ethics-training.html>

Institute for Local Government:

<http://www.ca-ilg.org/ethics-education-ab-1234-training>

Upon completion of the training, Commissioners shall file a signed certificate with the City Clerk, which shall remain on file in the Clerk’s office for the length of service of the Commissioner.

CALIFORNIA’S RALPH M. BROWN ACT

The Brown Act or Open Meetings law is found in the California Government Code section 54950 et seq. This significant law was enacted in 1953 to guarantee the public’s right to attend and participate in all meetings of local legislative bodies. Those bodies include Boards, Commissions and Committees, whether permanent or temporary, decision-making (such as Planning Commission) or advisory (all others). Most importantly, according to this law, all meetings must be properly noticed for participants and for the public. City staff must ensure this occurs for all Commissions.

Notably, a majority of the members of any Commission may not discuss or deliberate on any business within the subject matter jurisdiction of the Commission except at a noticed meeting, and this includes in person interactions as well as serial or indirect communications.

The agenda for a regular meeting must be posted in a location at the meeting site and freely accessible to members of the public at least 72 hours before the meeting. Any meeting not established as a regular meeting is a “Special” meeting and the special meeting agenda must be posted at least 24 hours prior to the meeting.

Agendas must be posted at the building where the meeting occurs, and in San Fernando, also on the City’s website. Agendas for all meetings held at San Fernando City Hall are posted on the outside board for this purpose at the northwest entry to the building.

Meetings that are not properly noticed are not permitted. That would include “serial” meetings – which would be when one Commissioner contacts another, who then contacts another Commissioner by phone, e-mail or in person. All business of the Commission must be listed on the agenda, posted, and discussed at a public meeting held in an accessible location. Therefore, care must be taken to ensure that if a quorum (half of the members + 1) is gathered at a public or private place, no public business shall be discussed. For this purpose, e-mail communication between Commissioners should be avoided including the use of “Reply All” to any staff notices sent via e-mail to the entire Commission.

PARLIAMENTARY PROCEDURE AT MEETINGS

Meetings shall operate using standard parliamentary procedures (**Exhibit “E”**) following an approved meeting agenda. Most entities follow Robert’s Rules of Order (or, in the alternative Rosenberg’s). Procedures generally include:

1. Establish and post a written agenda.
2. Agenda includes a Call to Order, Roll Call, note start and ending times.
3. Action by Motions made, seconded, discussed and voted upon.
4. Adjourn the meeting to conclude or continue the meeting to a date certain.

One Commissioner can make a motion to approve an action, another member shall second the motion aloud, and then the Commission Chair shall call for a vote. Staff will record the number of votes in favor, the number opposed and any abstaining. The Chair will announce the result of the vote. Voting is most frequently done by voice, aloud, and may also be done by roll call or by a show of hands.

Motions may also be voted upon to open and close a public hearing, to adjourn (end) the meeting, or other necessary actions of the Commission. Training on these technical procedures is available and staff liaisons will schedule for new members.

RESOURCES AVAILABLE FOR COMMISSIONERS

City of San Fernando web page for Commissions: <https://ci.san-fernando.ca.us/commissions-boards/>
League of California Cities: Ralph M. Brown Act: <https://www.calcities.org/resource/open-public-v-a-guide-to-the-ralph-m.-brown-act>

Fair Political Practices Commission (FPPC): <https://www.fppc.ca.gov/about-fppc.html>

Parliamentary Procedure: video to be determined.

Roberts Rules of Order: <https://robertsrules.com/>

CONFLICT OF INTEREST GUIDELINES

State of California Fair Political Practices Commission (“FPPC”) regulates reporting of potential conflicts of interest, according to the Political Reform Act. It mandates the filing of annual forms, known as Form 700/Statement of Economic Interests (**Exhibit “F”**) in accordance with the City’s adopted Conflict of Interest Code. City Council, specified City staff, and the Planning and Preservation Commissioners must file Form 700 with the City Clerk each year. Its purpose is to reveal any potential conflicts of interest, relative to any financial interests held solely within the City of San Fernando. Forms must be filed initially when first appointed (Assuming Office), annually by April 1 each year, and then once more when departing the Commission upon resignation or conclusion of the term (Leaving Office). More information and Form 700 is available online the FPPC website at <https://www.fppc.ca.gov/about-fppc.html>

Please feel free to contact the San Fernando City Clerk with any questions at: City Clerk, 117 Macneil Street, Email: cityclerk@sfcity.org, Telephone: 818-898-1204, Office Hours: Monday - Thursday 7:30 a.m. – 5:30 p.m., Fridays 8:00 a.m. – 5:00 p.m.

CITY CODE PERTAINING TO ALL COMMISSIONS

EDUCATION COMMISSION

Sec. 2-614. Created; composition; appointment; qualifications.

- (a) There is established an education commission in and for the city.
- (b) The education commission shall consist of five members.
- (c) Each member shall be appointed in accordance with section 2-34 of this Code.
- (d) Each member shall, at all times during their incumbencies, be a resident and registered voter of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-615. Officers; compensation.

- (a) The members of the education commission shall annually in June elect one of its number as chair and one of its number as vice-chair, each to serve for a one-year term or until a successor is elected. The city clerk shall serve as secretary to the education commission. In the absence of the chair, the vice-chair, and/or the secretary, any other member shall call the meeting to order, whereupon a chair and/or a secretary shall be elected from the members present to preside for that meeting.
- (b) The city council shall fix the amount of compensation, if any, to be paid to the members of the education commission.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-616. Meetings; quorum.

- (a) The members of the education commission shall meet at least once a quarter at such time and place as it may fix by resolution. Special meetings may be called at any time by the chair of the commission or four members thereof by written notice served upon each member of the commission at least 48 hours before the time for the proposed meeting. Proper posting and Brown Act procedures will be followed.
- (b) Three members of the education commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-617. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the education commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.

CITY CODE PERTAINING TO ALL COMMISSIONS

- (b) Absence from three regular meetings of the education commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.
- (c) Any member whose absences from regular meetings of the commission are deemed to constitute a retirement of such member under this section shall have the right to appeal the deemed retirement. The city council may overturn the deemed retirement if it determines that the absences of the member were the result of unusual circumstances.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-618. Powers and duties; rules and regulations; reports and records.

- (a) The powers and duties of the education commission shall be as follows:
 - (1) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city.
 - (2) Initiate studies, investigations, surveys and make recommendations to the city council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
 - (3) Coordinate with the city police chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a school resource officer at those schools.
- (b) Subject to the approval of the city council, the education commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.
- (c) The education commission shall keep an accurate record of all its proceedings and activities and shall render annually, on a calendar basis, a full report of the commission's activities and recommendations to city council.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-619. Incurring financial liability.

Neither the education commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-620. Reserved.

CITY CODE PERTAINING TO ALL COMMISSIONS

PARKS, WELLNESS AND RECREATION COMMISSION**Sec. 54-56. Created.**

There is created and established a recreation and community services commission in and for the city, which shall be known as the "San Fernando Parks, Wellness and Recreation Commission." For purposes of this article, the capitalized word "commission" shall hereinafter refer to said San Fernando Parks, Wellness and Recreation Commission or the recreation and community services commission.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-57. Composition and appointment of members; cultural arts liaisons.

- (a) The commission shall consist of five members, with full participation and voting rights. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council in accordance with the provisions of Government Code § 54974. Such members of the parks, wellness and recreation commission shall be registered voters and city residents.
- (b) The commission may also appoint a maximum of two persons to serve as cultural arts liaisons. The cultural liaisons: (i) shall serve in advisory capacity to the commission only; (ii) shall serve at the pleasure of the commission and the city council and may be removed and replaced at any time with cause or without cause by majority of either the commission's or the city council's full membership; (iii) shall not be considered members of the commission and shall have no right to vote on commission business; (iv) shall attend such meetings of the commission as may requested by the commission; and (v) may include nonresidents of the city. The commission reserves the right to develop such additional criteria for the appointment of cultural liaisons provided that such additional criteria is not in conflict with federal or state law, this Code or such other policies of the city as may be established and from time-to-time amended by the city council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-58. Officers.

The commission's members shall select from among themselves commissioners who will serve in the capacity of chair and vice chair for the commission. In the absence of the chair and vice, any other member shall call the commission to order, whereupon a chair shall be selected from the members present to preside for that meeting. Cultural arts liaisons may not serve as chair, vice chair or any other commission officer.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-59. Compensation of members.

The council shall fix the amount of compensation, if any, to be paid to commission members. Commissioners may not be compensated for any meetings or gatherings of the commission other than regular meetings of the commission.

Cultural arts liaisons shall not receive any compensation for their service as cultural liaisons.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

CITY CODE PERTAINING TO ALL COMMISSIONS

Sec. 54-60. Meetings generally.

By resolution of the commission, the commission may establish a regular meeting schedule, provided that the commission shall schedule no more than one regular meeting each month. No meeting may be convened if city support staff is unavailable to participate in such meeting. Any adjourned meeting or special meeting requested by the commission shall be subject to the approval of the city manager based on the availability of city support staff to participate in such additional meetings. All meetings shall be subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.).

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-61. Quorum.

Three members of the commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained. Cultural arts liaisons shall not be counted to constitute a quorum.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-62. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the commission by a member without the prior consent of the commission shall constitute an abandonment of the office and the absent commissioner's seat on the commission shall be deemed vacated. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office. The city council shall comply with the provisions of Government Code § 54974 before filing any vacancy.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-63. Powers and duties generally.

The powers and duties of the commission shall be:

- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.
- (2) Subject to the prior approval of the city council, adopting by resolution, rules and regulations not inconsistent with this Code and city ordinances, for the maintenance, improvement, use

CITY CODE PERTAINING TO ALL COMMISSIONS

and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city. A complete file of such rules and regulations shall be maintained in both the city clerk's office and that of the director of recreation and community services, with resolutions in the customary form and numbered numerically.

- (3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the city council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.
- (4) Initiating studies, investigations and surveys and making recommendations to the city council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.
- (5) Upon request of the city council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the city council.
- (6) Planning and implementing cultural special events and planning and commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).
- (7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.
- (8) Identifying and, subject to city council approval, securing outside funds to implement its activities, thereby saving city resources.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the city council to be historic resources. The commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the city council:

- (1) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.
- (2) Such other historic resources as the council shall from time to time select and add to this section by amendment.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-65. Rules and regulations.

Subject to the approval of the city council, the commission may make and alter such rules and regulations for its organization and procedures as are consistent with this article and other sections of this Code and city ordinances and with state laws.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

CITY CODE PERTAINING TO ALL COMMISSIONS

Sec. 54-66. Reports and records.

The commission shall keep an accurate record of all its proceedings and transactions and shall render annually, on a calendar basis, a full report of the commission's transactions and recommendations to the council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-67. Incurring financial liability.

Neither the commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Secs. 54-68—54-95. Reserved.**PLANNING AND PRESERVATION COMMISSION****Sec. 62-26. Established.**

A planning commission for the city is established pursuant to Government Code § 65101 and shall be known as the planning and preservation commission. All references in this Code to the "planning commission" or "city planning commission" shall be to the planning and preservation commission. All references in ch. 106, art. VI, div. 14, of this Code to the "commission" shall be to the planning and preservation commission.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-27. Composition and appointment of members.

The planning and preservation commission shall be composed of five members, each with full participation and voting rights. Such members shall be registered voters and city residents. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-28. Compensation.

The council shall fix the amount of compensation, if any, to be paid to the members of the planning and preservation commission.

(Ord. No. 1702 , § 3, 8-16-2021)

CITY CODE PERTAINING TO ALL COMMISSIONS

Sec. 62-29. Officers.

The members shall organize the planning and preservation commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting. The community development director shall serve as secretary.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-30. Meetings generally.

- (a) The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.
- (b) The planning and preservation commission shall discuss at least once a quarter matters pertaining to trees and the city's urban forest during regularly scheduled commission meetings.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-31. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the planning and preservation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-32. Quorum.

Three members of the planning and preservation commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum and until a quorum can be obtained.

(Ord. No. 1702 , § 3, 8-16-2021)

CITY CODE PERTAINING TO ALL COMMISSIONS

Sec. 62-33. Rules and regulations.

The planning and preservation commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-34. Records and reports.

The planning and preservation commission shall keep an accurate record of all its proceedings and transactions. The commission shall also, upon demand of the council, make other investigations and reports upon subjects within its jurisdiction.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-35. Powers and duties generally.

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.
- (2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-36. Powers and duties, trees and city's urban forest.

In addition to the duties discussed in section 62-35, the planning and preservation commission shall have duties related to trees and the city's urban forest, including the following:

- (1) To act in an advisory capacity to the city council on matters pertaining to the improvement and beautification of the city's urban forest, and to provide an official entity through which the city may organize and implement plans.
- (2) To establish procedures and rules of operation, as it deems necessary to give effect to the intent and purpose of this article, subject to the approval of the city council, and to perform such other duties as may be prescribed by the city council.
- (3) To oversee the preparation of, the reviewing of, and the recommendation of a city-owned tree inventory, master plan, and work plan/budget to the city council for implementation.
- (4) To be instrumental in evaluating needs, setting goals, and establishing policies for the community forestry program.

CITY CODE PERTAINING TO ALL COMMISSIONS

- (5) To recommend legislation to the city council regarding the urban forest.
- (6) To provide information regarding the selection, planning and maintenance of trees on public property.

(Ord. No. 1702 , § 3, 8-16-2021)

Secs. 62-37—62-60. Reserved.

TRANSPORTATION AND PUBLIC SAFETY COMMISSION**Sec. 90-71. Established; composition; appointment and compensation of members; officers.**

- (a) There is established a transportation and public safety commission of five members to be appointed by a different appointing councilperson, with such appointment to be ratified by the city council. Each member shall have full participation and voting rights. Each member shall also be a registered voter and city resident. Such members so appointed shall be persons who do not hold any office or position with the city. The terms of office of each member shall be one year.
- (b) The members shall organize the transportation and public safety commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting.

(Code 1957, § 13.25; Ord. No. 1586, § 6, 3-16-2009; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-72. Duties generally.

It shall be the duty of the transportation and public safety commission to:

- (1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;
- (2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;
- (3) Receive complaints having to do with traffic matters; and
- (4) Recommend to the city council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.
- (5) The transportation and public safety commission shall act solely as an advisory board to the city council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the city council, and shall study and make recommendations as to such matters directly to the city council in an advisory capacity. Unless expressly authorized by the city council, the commission shall not represent itself to be acting for or on behalf of the city council, nor shall it commit the officers, employees, or staff of the city in any manner or to any course of action. To the contrary, the commission shall act as a study center

CITY CODE PERTAINING TO ALL COMMISSIONS

and clearinghouse for advisory action to the city council. The commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations.

(Code 1957, § 13.26; Ord. No. 1709 , §§ 2, 4, 4-18-2022)

Sec. 90-73. Meetings generally.

The members of the transportation and public safety commission shall meet at such time and place as may be fixed by resolution and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Code 1957, § 13.26.1; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-74. Absences from meetings.

- (a) Absence from three consecutive regular meetings of the transportation and public safety commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Code 1957, § 13.26.2; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-75. Compensation.

Each of the members of the transportation and public safety commission shall receive compensation as the city council shall, from time to time, determine and fix by resolution.

(Code 1957, § 13.26.3; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-76. Removal of members.

Members of the transportation and public safety commission shall be removed from office as provided in sections 2-35 and 90-74 of this Code.

(Code 1957, § 13.26.4; Ord. No. 1709 , § 2, 4-18-2022)

Secs. 90-77—90-100. Reserved.

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER	POSITION	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE	DATE
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APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

☐ **EDUCATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Education Commission?

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☐ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Planning and Preservation Commission?

☐ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Transportation and Safety Commission?

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

- CODE
Chapter 2 - ADMINISTRATION
ARTICLE V. - BOARDS, COMMISSIONS, COMMITTEES, AGENCIES AND AUTHORITIES
DIVISION 1. GENERALLY

DIVISION 1. GENERALLY

Sec. 2-401. Appointment of city commissioners.

- (a) The city council shall have the authority to appoint individuals to city commissions.
- (b) Appointed members of boards and commissions serve at the pleasure of the city council, pursuant to Government Code Section 36506.
- (c) For purposes of this Division 1, "commissions" shall include, but not be limited to, city commissions, boards, committees, and other bodies comprised of members appointed by the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-402. Method of appointment to commissions.

Unless otherwise specified in this code, each city councilmember will be assigned a position that will correlate to a position on each commission. That councilmember will have the authority to nominate an individual to serve in the assigned position on the commission. Each such nomination shall require ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-403. Removal of commission members; vacancies.

- (a) All commissioners serve at the pleasure of the city council and any commissioner may be removed, with or without cause, either by a majority of the entire membership of the city council or by the councilmember who individually appointed such commissioner.
- (b) If vacancies in any commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The city council member who nominated the vacating commission member shall nominate a replacement commissioner, subject to ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-404. Term of commissioners.

The term of office for each commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned city councilmember or until the member resigns.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-405. Rules of decorum for commissions.

- (a) *Decorum and order—Commissioners.*

BOARDS, COMMISSIONS, COMMITTEES, AGENCIES AND AUTHORITIES

- (1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
 - (2) Every commissioner desiring to speak shall address the chair of the commission and, upon recognition by such chair, shall confine discussion to the question under debate.
 - (3) Every commissioner desiring to question administrative staff should address questions to the city manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.
 - (4) A commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the chair of the commission, or a point of order is raised by another commissioner, or the speaker chooses to yield to questions from another commissioner.
 - (5) Any commissioner may move to require the chair of the commission to enforce the rules. A majority of the commission shall require enforcement of the rules if the chair of the commission has refused.
- (b) *Decorum and order—Employees.* Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of commissions. The city manager shall ensure that all city employees observe such decorum. Any staff member, including the city manager, desiring to address the commission or members of the public shall first be recognized by the chair of the commission. All remarks should be addressed to the chair of the commission and not to any one individual commissioner or member of the public.
 - (c) *Decorum and order—Public.* Members of the public attending commission meetings shall observe the same rules of order and decorum applicable to the commission. Each person who addresses the commission shall not make personal, impertinent, slanderous or profane remarks to any member of the commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the commission meeting shall, at the discretion of the chair of the commission or a majority of the commission, be barred from further audience before commission during that meeting.
 - (d) *Personal interest.* No commissioner disqualified from participation under state or local law shall remain at the commission dais during the debate or vote on such matter. The commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the chair of the commission, leave the dais during the debate or vote on the issue.
 - (e) *Limitations on debate.* No commissioner shall be allowed to speak more than once upon any one subject until every commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.
 - (f) *Dissents and protests.* Any commissioner shall have the right to express dissent from, or protest to, any action of the commission and request that the reason be entered into the minutes.
 - (g) *Procedures in absence of rules.* In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.

(Ord. No. 1648, § 3, 12-7-2015)

Secs. 2-406—2-425. Reserved.

CHECK-OFF LIST FOR NEW/OUTGOING COMMISSIONERS**EXHIBIT "D"**

Respective Department	Follow-Up	
City Clerk	Notify affected department regarding new proposed Commissioner (i.e., application submitted by Councilmember for upcoming agenda).	
Department	Notify outgoing Commissioner regarding upcoming City Council agenda item (most likely, they are aware that they may be replaced due to a new Councilmember on board).	
Department	New:	<p>After City Council approval:</p> <ul style="list-style-type: none"> • Request IT to set up an email account for the Commissioner (i.e., Commissioner will be provided with login instructions and a temporary password). • Follow up with Commissioner to make sure email is working. • Request IT to update the email distribution list for the particular Commission group (i.e., add new Commissioner and remove outgoing). • Reach out to new Commissioner to set up meeting to discuss onboarding, Commission meeting objectives, Commissioner Roles and responsibilities, explain the purpose of the Commission acting as an advisory body to the City Council.
	Outgoing:	<ul style="list-style-type: none"> • Follow up with the Councilmember and inquire how they would like to recognize their outgoing Commissioner. <ul style="list-style-type: none"> ○ If the request is for recognition to take place at a City Council meeting, agendaize under Presentations. ○ If not, send the Commissioner a separation letter along with a Certificate of Appreciation (request from Administration). Samples are in the E Drive. ○ Request that Saalex deactivate outgoing Commissioner's email.
Department	<p>Follow up with Finance - new Commissioner to complete W-9 Form (Commissioners are not considered employees therefore, payroll forms are not necessary)</p> <p>Request a vendor number to pay Commissioners monthly meeting stipend of \$100/per meeting only paid once a month.</p>	
Department	Order Commissioner's business cards.	
Personnel	Provide the new Commissioner with information regarding Senate Bill (SB) 1343 required training, i.e., "Prevention of Sexual Harassment and Abusive Conduct in the Workplace".	
City Clerk	Provide the Commissioner information regarding AB1234 Ethics Training.	
City Clerk	Provide to only <u>Planning and Preservation Commissioners</u> information regarding FPPC Form 700 Statement of Economic Interests Conflict of Interest requirements (Assuming/Leaving Office).	
City Clerk	Update List of Commissions/Committees	
Department	After new Commissioner is given the oath at their first meeting, provide the City Clerk Department with the copy.	

PARLIAMENTARY MEETING PROCESS & GUIDELINES

CALL TO ORDER

- **Chair** calls meeting to order; announces body, date and time for the record
- **Chair** asks **Clerk** to call roll
 - **Clerk** calls roll; **Chair announces** result for the record*
- **Chair** leads Pledge of Allegiance (or asks someone else to)
- **Chair** announces each order of business as it arises and announces each item...

PRESENTATIONS:

- **Chair** announces the item; asks **Staff** for introduction
 - **Staff** introduces the item and presenter
- Presentation is made; generally no more than 5 minutes
- **Chair** asks **Members** if they have questions for the presenter; recognizes each Member
- **Chair** thanks the presenter. No action may be taken.

Repeat for each item

PUBLIC COMMENT PERIOD:

Members of public submit speaker slips to staff no later than the closure of public comment period;

Staff passes speaker slips to Chair

- **Chair** announces **open public comment period**
- **Clerk** calls each speaker to podium;
- **Clerk** operates timer, 3 minutes per speaker**
- When there are no more speakers, **Chair** announces **closure of public comment period**

CONSENT CALENDAR:

- **Chair** announces the item; asks if any **Members** wish to **pull an item** for discussion
 - *Any item pulled is heard like a Business Item following approval of remaining Consent items.*
- A **motion is made** to adopt consent items as presented or the remaining items if any are pulled
 - The **motion is seconded**
- **Chair** asks the **Clerk** to call roll for the vote
 - **Clerk calls roll; Chair announces** results for record*
- *Any pulled items are heard in the same way as Business Items below.*

PUBLIC HEARINGS:

Same as Business Items below, except "Public Comment Period" is referred to as "**Public Hearing**."

- For **Appeal Hearings**, in between Staff's report and Member deliberation, the following occurs, moderated by the **Chair**:
 - **Chair**: Announces that the Public Hearing is now open and requests staffs presentation
 - **Project Applicant** is given extended speaking time (Chair's discretion; typically 10 minutes)
 - Appellant is given extended speaking time (equal to Applicant)

- ☐ **Chair:** Announces **opening of public comments/testimony** for 3 minutes each
- ☐ **Clerk** calls each speaker to podium;
- ☐ **Clerk** operates timer, 3 minutes per speaker**
- ☐ When there are no more speakers, **Chair** announces **closure of public comment period**
- ☐ Applicant is given rebuttal period (Chair's discretion; typically 5 minutes)
- ☐ Appellant is given rebuttal period (equal to Applicant)
- ☐ **Chair** recognizes each **Member** for their chance to **speak and state positions**
- ☐ **Chair** facilitates **Member deliberation**
- ☐ When discussion is complete, the **Chair** will ask for a **motion**
 - ☐ The mover may call on the Chair or other members to help clarify a motion
 - ☐ The **motion is seconded**
- ☐ **Chair** asks the **Clerk** to call roll for the vote
 - ☐ **Clerk calls roll; Chair announces** results for record*

ADMINISTRATIVE REPORT ITEMS:

- ☐ **Chair** announces the item; asks **Staff** for report
- ☐ **Staff presents report** materials or gives oral report;
 - ☐ **Staff** clearly identifies the **recommendation or requested action**
- ☐ **Chair** asks **Members** if they have technical questions for **Staff**;
- ☐ **Chair** facilitates **Member deliberation**
- ☐ **Chair** recognizes each **Member** for their chance to **speak and state positions**
- ☐ When discussion is long or complex, the **Chair** keeps deliberation focused on staff's request
- ☐ When discussion is complete, a **motion is made**
 - ☐ The mover may call on the Chair or other members to help clarify a motion
 - ☐ The **motion is seconded**
- ☐ **Chair** asks the **Clerk** to call roll for the vote
 - ☐ **Clerk calls roll; Chair announces** results for record*

Repeat for each item

STAFF COMMUNICATION/UPDATES

- ☐ **Chair** announces the item
- ☐ **Staff** makes comments
- ☐ **Chair** asks **Members** if they have technical questions for **Staff**;
- ☐ **Chair** recognizes each **Member** who wishes to ask questions
- ☐ **Chair** thanks the staff member. No action may be taken.

MEMBER COMMENTS/LIAISON UPDATES

- ☐ **Chair** announces the item
- ☐ **Chair** asks **Members** if they have comments or technical questions for **Staff**;
- ☐ **Chair** recognizes each **Member** who wishes to ask questions
- ☐ **Members** may request a matter be scheduled for action on a future agenda
- ☐ **Chair** will assess whether there is consensus for the future item
- ☐ No other action may be taken.

ADJOURNMENT

- ☐ **Chair** notes that there is no further business
- ☐ **Chair** announces **adjournment**; announces time for the record

***Roll Call Notes**

Attendance/Roll Call, can be called in the order of choice: *Members in alpha order by last name, or by seniority, etc., then Vice-Chair, then Chair last.*

Chair announces results for the record in the form of "*Motion to (Approve/Deny/etc.) (Passes/Fails) (# Yes votes) to (# No votes), (Names) voting Yes and (Names) voting No.*"

****Etiquette Notes**

The Chair is the facilitator of discussion and meeting process; members wishing to speak turn on their microphone light and wait to be recognized by the Chair; the Chair ensures that each member has a chance to be heard. The Chair will call on Staff for additional input when needed.

The Chair will interrupt public speakers who have gone over their time limit, corral other members who get off-topic, and maintain audience order. The Chair generally speaks last, asks questions last, and votes last. The Chair rarely moves or seconds.

Generally, the Chair and Vice-Chair are addressed by members and staff as "Madam/Mister Chair/Vice-Chair" or "Chair/Vice-Chair X." Other members are "Commissioner X," or "Council/Committee/Board Member X."

Staff are typically addressed as "Mr./Ms. X." The City Clerk is sometimes addressed as "Madam/Mister Clerk."

2022-2023 Statement of Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3000 • Sacramento, CA 95811

Email Advice: advice@fppc.ca.gov

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

December 2022

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 1 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entities/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, cryptocurrency, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **\$520** for calendar years **2021** and **2022**.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers"). **Obtain your disclosure categories, which describe the interests you must report, from your agency;** they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at www.fppc.ca.gov.

Where to file:

87200 Filers

State offices	⇒	Your agency
Judicial offices	⇒	The clerk of your court
Retired Judges	⇒	Directly with FPPC
County offices	⇒	Your county filing official
City offices	⇒	Your city clerk
Multi-County offices	⇒	Your agency

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

Code: File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Newly Created Boards and Commissions: File with your agency or with your agency's code reviewing body pursuant to Regulation 18754.

Employees in Newly Created Positions of Existing Agencies: File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Candidates file as follow:

State offices, Judicial offices and multi-county offices	⇒	County elections official with whom you file your declaration of candidacy
County offices	⇒	County elections official
City offices	⇒	City Clerk
Public Employee's Retirement System (CalPERS)	⇒	CalPERS
State Teacher's Retirement Board (CalSTRS)	⇒	CalSTRS

How to file:

The Form 700 is available at www.fppc.ca.gov. Form 700 schedules are also available in Excel format. Each Statement must have a handwritten "wet" signature or "secure electronic signature," meaning either (1) a signature submitted using an approved electronic filing system or (2) if permitted by the filing officer, a digital signature submitted via the filer's agency email address. (See Regulations 18104 and 18757.) Companies such as Adobe and DocuSign offer digital signature services. All statements are signed under the penalty of perjury and must be verified by the filer. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When to file:

Annual Statements

⇒ March 1, 2023

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

⇒ April 3, 2023

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their filing official or filing officer.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2022, and December 31, 2022, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2024, or April 1, 2024, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2023. (See Reference Pamphlet, page 6, for additional exceptions.)

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. The amended schedule(s) is attached to your original filed statement. Obtain amendment schedules at www.fppc.ca.gov.

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions Maria holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2022, through December 31, 2022. If the period covered by the statement is different than January 1, 2022, through December 31, 2022, (for example, you assumed office between October 1, 2021, and December 31, 2021 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2022.

- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2022, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2022, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2021, and December 31, 2021, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2022.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at www.fppc.ca.gov.

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

Expanded Statement:

If you hold multiple positions subject to reporting requirements, you may be able to file an expanded statement for each position, rather than a separate and distinct statement for each position. The expanded statement must cover all reportable interests for all jurisdictions and list all positions on the Form 700 or on an attachment for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1.

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
 A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

State

Judge, Retired Judge, Pro Tem Judge, or Court Commissioner
 (Statewide Jurisdiction)

Multi-County

County of

City of

Other

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2022, through
 December 31, 2022.

Leaving Office: Date Left / /
 (Check one circle.)

-or-

The period covered is / /, through
 December 31, 2022.

The period covered is January 1, 2022, through the date of
 leaving office.

-or-

Assuming Office: Date assumed / /

The period covered is / /, through
 the date of leaving office.

Candidate: Date of Election and office sought, if different than Part 1:

4. Schedule Summary (required)

► Total number of pages including this cover page:

Schedules attached

Schedule A-1 - Investments – schedule attached

Schedule C - Income, Loans, & Business Positions – schedule attached

Schedule A-2 - Investments – schedule attached

Schedule D - Income – Gifts – schedule attached

Schedule B - Real Property – schedule attached

Schedule E - Income – Gifts – Travel Payments – schedule attached

-or- **None - No reportable interests on any schedule**

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
 (Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
 ()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed (month, day, year)

Signature (File the originally signed paper statement with your filing official.)

Instructions Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court).
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst).
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission) you may be required to file separate and distinct statements with each agency. To simplify your filing obligations, in some cases you may instead complete a single expanded statement and file it with each agency.
 - The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1. To file an expanded statement for multiple positions, enter the name of each agency with which you are required to file and your position title with each agency in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement disclosing all reportable interests for all jurisdictions. Then file the expanded statement with each agency as directed by Regulation 18723.1(c).

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand their annual filing to include both positions.

Example:

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers the Counties of Placer and Yuba. The City is located within Placer County. Brian may complete one expanded statement to disclose all reportable interests for both offices and list both positions on the Cover Page. Brian will file the expanded statement with each the City and the District as directed by Regulation 18723.1(c).

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.
- If your agency is a multi-county office, list each county in which your agency has jurisdiction.

- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the "other" box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

1. Office, Agency, or Court	
Agency Name (Do not use acronyms) Feather River Irrigation District	
Division, Board, Department, District, if applicable N/A	Your Position Board Member
▶ If filing for multiple positions, list below or on an attachment. (Do not use acronyms)	
Agency: N/A	Position:
2. Jurisdiction of Office (Check at least one box)	
<input type="checkbox"/> State	<input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction)
<input checked="" type="checkbox"/> Multi-County Yuba & Sutter Counties	<input type="checkbox"/> County of
<input type="checkbox"/> City of	<input type="checkbox"/> Other

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2022 annual statement, **do not** change the pre-printed dates to reflect 2023. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2023, through December 31, 2023, will be disclosed on your statement filed in 2024. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements for the same position may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the "No reportable interests" box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. Each statement must have an original "wet" signature unless filed with a secure electronic signature. (See page 3 above.) All statements must be signed under penalty of perjury and be verified by the filer pursuant to Government Code Section 81004. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When you sign your statement, you are stating, under penalty of perjury, that it is true and correct. Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

SCHEDULE A-1**Investments****Stocks, Bonds, and Other Interests**

(Ownership Interest is Less Than 10%)

*Investments must be itemized.**Do not attach brokerage or financial statements.***CALIFORNIA FORM 700**
FAIR POLITICAL PRACTICES COMMISSION

Name

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22 ____/____/22
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22 ____/____/22
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22 ____/____/22
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22 ____/____/22
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22 ____/____/22
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$2,000 - \$10,000	\$10,001 - \$100,000
\$100,001 - \$1,000,000	Over \$1,000,000

NATURE OF INVESTMENT

Stock Other _____ (Describe)

Partnership Income Received of \$0 - \$499
Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

____/____/22 ____/____/22
ACQUIRED DISPOSED

Comments: _____

Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 8, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Cryptocurrency
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)

Reminders

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)
- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity. Do not use acronyms for the name of the business entity.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. Frank’s conflict of interest code requires full disclosure of investments. Frank must disclose stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by Frank’s spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. Alice has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

SCHEDULE A-2

Investments, Income, and Assets of Business Entities/Trusts

(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name _____

► 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one

Trust, go to 2

Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$0 - \$1,999

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22
ACQUIRED

_____/_____/22
DISPOSED

NATURE OF INVESTMENT

Partnership

Sole Proprietorship

Other _____

YOUR BUSINESS POSITION _____

► 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one

Trust, go to 2

Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

\$0 - \$1,999

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22
ACQUIRED

_____/_____/22
DISPOSED

NATURE OF INVESTMENT

Partnership

Sole Proprietorship

Other _____

YOUR BUSINESS POSITION _____

► 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499

\$10,001 - \$100,000

\$500 - \$1,000

OVER \$100,000

\$1,001 - \$10,000

► 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

\$0 - \$499

\$10,001 - \$100,000

\$500 - \$1,000

OVER \$100,000

\$1,001 - \$10,000

► 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None

or

Names listed below

► 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None

or

Names listed below

► 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

INVESTMENT

REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22
ACQUIRED

_____/_____/22
DISPOSED

NATURE OF INTEREST

Property Ownership/Deed of Trust

Stock

Partnership

Leasehold

Yrs. remaining _____

Other

Check box if additional schedules reporting investments or real property are attached

► 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

INVESTMENT

REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/22
ACQUIRED

_____/_____/22
DISPOSED

NATURE OF INTEREST

Property Ownership/Deed of Trust

Stock

Partnership

Leasehold

Yrs. remaining _____

Other

Check box if additional schedules reporting investments or real property are attached

Comments: _____

Instructions – Schedule A-2

Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.
- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

SCHEDULE B

Interests in Real Property

(Including Rental Income)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE

IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

 / / **22**
ACQUIRED

 / / **22**
DISPOSED

NATURE OF INTEREST

Ownership/Deed of Trust

Easement

Leasehold

Yrs. remaining

Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE

IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

 / / **22**
ACQUIRED

 / / **22**
DISPOSED

NATURE OF INTEREST

Ownership/Deed of Trust

Easement

Leasehold

Yrs. remaining

Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS (Business Address Acceptable)

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE

TERM (Months/Years)

%

None

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

Guarantor, if applicable

NAME OF LENDER*

ADDRESS (Business Address Acceptable)

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE

TERM (Months/Years)

%

None

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

Guarantor, if applicable

Comments:

Instructions – Schedule B Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are not required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
 - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold,

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

disclose the number of years remaining on the lease.

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, Allison received rental income of \$12,000, from a single tenant who rented property owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 4600 24th Street	
CITY Sacramento	
FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000	IF APPLICABLE, LIST DATE: ACQUIRED <u> / / </u> <u> XX </u> <u> XX </u> DISPOSED <u> / / </u> <u> XX </u> <u> XX </u>
NATURE OF INTEREST <input type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input type="checkbox"/> Leasehold <u> </u> Yrs. remaining <u> </u> Other <u> </u>	
IF RENTAL PROPERTY, GROSS INCOME RECEIVED <input type="checkbox"/> \$0 - \$499 <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. <input type="checkbox"/> None Henry Wells	
NAME OF LENDER* Sophia Petroillo	
ADDRESS (Business Address Acceptable) 2121 Blue Sky Parkway, Sacramento	
BUSINESS ACTIVITY, IF ANY, OF LENDER Restaurant Owner	
INTEREST RATE 8 % <input type="checkbox"/> None	TERM (Months/Years) 15 Years
HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	
<input type="checkbox"/> Guarantor, if applicable	
Comments:	

SCHEDULE C

Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
Name _____

▶ 1. INCOME RECEIVED		▶ 1. INCOME RECEIVED	
NAME OF SOURCE OF INCOME _____		NAME OF SOURCE OF INCOME _____	
ADDRESS <i>(Business Address Acceptable)</i> _____		ADDRESS <i>(Business Address Acceptable)</i> _____	
BUSINESS ACTIVITY, IF ANY, OF SOURCE _____		BUSINESS ACTIVITY, IF ANY, OF SOURCE _____	
YOUR BUSINESS POSITION _____		YOUR BUSINESS POSITION _____	
GROSS INCOME RECEIVED	No Income - Business Position Only	GROSS INCOME RECEIVED	No Income - Business Position Only
\$500 - \$1,000	\$1,001 - \$10,000	\$500 - \$1,000	\$1,001 - \$10,000
\$10,001 - \$100,000	OVER \$100,000	\$10,001 - \$100,000	OVER \$100,000
CONSIDERATION FOR WHICH INCOME WAS RECEIVED		CONSIDERATION FOR WHICH INCOME WAS RECEIVED	
Salary	Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)	Salary	Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) _____		Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) _____	
Sale of _____ <i>(Real property, car, boat, etc.)</i>		Sale of _____ <i>(Real property, car, boat, etc.)</i>	
Loan repayment _____		Loan repayment _____	
Commission or Rental Income, list each source of \$10,000 or more _____		Commission or Rental Income, list each source of \$10,000 or more _____	
Other _____ <i>(Describe)</i>		Other _____ <i>(Describe)</i>	

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

<p>NAME OF LENDER* _____</p> <p>ADDRESS <i>(Business Address Acceptable)</i> _____</p> <p>BUSINESS ACTIVITY, IF ANY, OF LENDER _____</p> <p>HIGHEST BALANCE DURING REPORTING PERIOD</p> <p>\$500 - \$1,000 _____</p> <p>\$1,001 - \$10,000 _____</p> <p>\$10,001 - \$100,000 _____</p> <p>OVER \$100,000 _____</p>	<p>INTEREST RATE _____% None _____</p> <p>TERM (Months/Years) _____</p> <p>SECURITY FOR LOAN</p> <p>None _____ Personal residence _____</p> <p>Real Property _____ <i>Street address</i></p> <p><i>City</i></p> <p>Guarantor _____</p> <p>Other _____ <i>(Describe)</i></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Comments: _____

Instructions – Schedule C

Income, Loans, & Business Positions

(Income Other Than Gifts and Travel Payments)

Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
 - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
 - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

SCHEDULE D **Income – Gifts**

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION Name _____ _____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____
____/____/____	\$ _____	_____

Comments: _____

Instructions – Schedule D

Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a \$520 limit in 2022. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

SCHEDULE E
Income – Gifts
Travel Payments, Advances,
and Reimbursements

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name _____

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ____/____/____ - ____/____/____ AMT: \$_____

(If gift)

▶ MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel

Other - Provide Description _____

▶ If Gift, Provide Travel Destination _____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ____/____/____ - ____/____/____ AMT: \$_____

(If gift)

► MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel

Other - Provide Description _____

► If Gift, Provide Travel Destination _____

► NAME OF SOURCE (*Not an Acronym*) _____

ADDRESS (*Business Address Acceptable*) _____

CITY AND STATE _____

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

DATE(S): ____/____/____ - ____/____/____ AMT: \$ _____
(*If gift*)

► MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel _____

Other - Provide Description _____

► If Gift, Provide Travel Destination _____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ____/____/____ - ____/____/____ AMT: \$_____
(If gift)

► MUST CHECK ONE: Gift **-or-** Income

Made a Speech/Participated in a Panel

Other - Provide Description _____

► If Gift, Provide Travel Destination _____

Comments: _____

Instructions – Schedule E Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are not required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
 - Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for MaryClaire's travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which they are not providing services are likely considered gifts.

Note that the same payment from a 501(c)(3) would NOT be reportable.

▶ NAME OF SOURCE (Not an Acronym)	
Health Services Trade Association	
ADDRESS (Business Address Acceptable)	
1230 K Street, Suite 610	
CITY AND STATE	
Sacramento, CA	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
Association of Healthcare Workers	
DATE(S):	AMT: \$ 550.00
(If gift)	
▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input checked="" type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description Travel reimbursement for board meeting.	
▶ If Gift, Provide Travel Destination	

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose.

Thus, Mayor Kim must report the gift of travel, but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)

▶ NAME OF SOURCE (Not an Acronym)	
Chengdu Municipal People's Government	
ADDRESS (Business Address Acceptable)	
2 Caoshi St. CaoShiJie, Qingyang Qu, Chengdu Shi,	
CITY AND STATE	
Sichuan Sheng, China, 610000	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
DATE(S):	AMT: \$ 3,874.38
(If gift)	
▶ MUST CHECK ONE: <input checked="" type="checkbox"/> Gift -or- <input type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description Travel reimbursement for trip to China.	
▶ If Gift, Provide Travel Destination	
Sichuan Sheng, China	

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their economic interests including personal assets and income. The Act's conflict of interest provisions also disqualify a public official from taking part in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on these economic interests as well as the official's personal finances and those of immediate family. (Gov. Code Sections 87100 and 87103.) The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the Act's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2021-2022, the gift limit increased to \$520 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at www.fppc.ca.gov.

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

Loan Restrictions

Certain state and local officials are subject to restrictions on loans. (See Reference Pamphlet, page 14.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.

On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.

- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may instead complete an expanded statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Disclose all reportable economic interests in all three jurisdictions on the expanded statement. File the expanded statement for your primary position providing an original "wet" signature unless filed with a secure electronic signature. (See page 3 above.) File copies of the expanded statement with the other two agencies as required by Regulation 18723.1(c). Remember to complete separate statements for positions that you leave or assume during the year.
- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as "acting," "interim," or "alternate" must file as if they hold the position because they are or may be performing the duties of the position.

- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse's income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse's economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse's income may not have to be reported. Contact the FPPC for more information.
- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of "doing business in the jurisdiction" is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.

Questions and Answers Continued

- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity's website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.
- Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?
- A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.
- Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?
- A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.
- Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?
- A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.
- Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?
- A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

- Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?
- A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.
- Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?
- A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at www.fppc.ca.gov. (See Reference Pamphlet, page 14.)

Questions and Answers Continued

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My spouse is a partner in a four-person firm where all of their business is based on their own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your spouse's investment in the firm is 10% or greater, disclose 100% of your spouse's share of the business on Schedule A-2, Part 1 and 50% of your spouse's income on Schedule A-2, Parts 2 and 3. For example, a client of your spouse's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in that real property.

Questions and Answers Continued

Gift Disclosure

- Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?
- A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.
- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2022 the gift limit was \$520, so the Bensons may have given the supervisor artwork valued at no more than \$1,040. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

UNSCHEDULED VACANCY NOTICE

City of San Fernando Planning and Preservation Commission

The San Fernando City Council is now accepting applications for appointment to the San Fernando Planning and Preservation Commission ("Commission") to fill one (1) unscheduled vacancy for the term of office from the date of appointment through December 2023 and shall continue in the position beyond one year until replaced by the appointing City Councilmember or until the member resigns.

Applicants must be at least 18 years old, a registered voter and reside within the City jurisdiction. It is encouraged that applicants be involved or employed in the field of Planning and Preservation and culture or related subjects. Commissioners receive a monthly meeting attendance stipend of \$100.00.

The Planning and Preservation Commission consists of five Commission members. During the Commissions annual reorganization, Commissioners must choose members to serve as Chair and as Vice Chair; and the terms of office shall be for one year or until successors chosen.

**City Hall Council Chambers
117 Macneil Street
Monthly Meetings held on the Second Tuesday
Starts at 6:30 p.m.**

Applications will be accepted from June 26, 2023 through July 10, 2023 by 5:30 p.m. To obtain an application to apply, please contact Julia Fritz, City Clerk at (818) 898-1204 or via email at cityclerk@sfcity.org.

Dated this 26th day of June 2023
City of San Fernando, California
/s/Julia Fritz, CMC
City Clerk

CITY CLERK
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

cc: Kanika Kith, Deputy City Manager/Economic Development

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT Code of Ethics and Conduct
ORIGINAL ISSUE April 4, 1997	EFFECTIVE April 4, 1997	
CURRENT ISSUE	EFFECTIVE	CATEGORY Management Policy & Procedures
SUPERSEDES		

I. PURPOSE AND SCOPE

The purpose of this regulation is to:

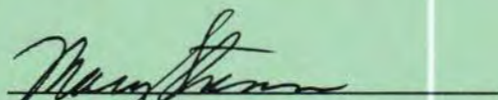
- A. Summarize for the first time in a single document a broad code of ethics and conduct that will apply equally to all employees, despite individual job duties and responsibilities.
- B. Emphasize that each employee in city government occupies a position of public trust that demands the highest moral and ethical standard of conduct.

II. POLICY

- A. No employee shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties or would tend to impair their independence or judgement or action in the performance of such duties.
- B. Every employee shall immediately disclose the nature and extent of any interest, direct or indirect, which may conflict with their responsibility or duty, or which, because of their position, may influence a decision. Such disclosure shall be reported to the City Administrator via the Department Head in the form of a memorandum.
- C. Any employee desiring to apply for a city-sponsored program shall inform the City Administrator via the Department Head in memorandum form. The memorandum shall be immediately forwarded to the City Attorney for review as to any potential violation of applicable conflict of interest rules.

AUTHORITY

By order of the City Administrator


Mary Strenn, City Administrator

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: October 16, 2023

Subject: Consideration to Appoint a Planning and Preservation Commissioner

RECOMMENDATION:

I recommend that Sean Rivas be appointed as my representative to the Planning and Preservation Commission (Attachments "A" and "B").

BACKGROUND/ANALYSIS:

1. Pursuant to the City's Code (Attachment "C"), each Councilmember may appoint one Commissioner to each Commission (i.e., Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Public Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating City Councilmember, at which time the proposed appointment considered by the City Council to approve and ratify.
2. On July 25, 2023, the City Clerk received notice that Commissioner Yvonne Mejia resigned from the Planning and Preservation Commission ("Commission"), which resulted in an unscheduled vacancy. Commissioner Mejia served on the Commission since March 15, 2021.
3. On July 26, 2023, the City Clerk posted an Unscheduled Vacancy Notice (Attachment "D"), pursuant to Government Code Section 54974 that states: *"Final appointment to the board commission or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office."*
4. On October 10, 2023, Sean Rivas submitted an application (Attachment "B") seeking consideration as my representative to be appointed to the Planning and Preservation Commission to fill the unscheduled vacancy.

Consideration to Appoint a Planning and Preservation Commissioner

Page 2 of 2

BUDGET IMPACT:

The City pays each Commissioner \$100 for attendance at up to one (1) meeting per month. A total of \$1,200 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2023-2024 adopted Budget.

CONCLUSION:

I recommend that Sean Rivas be appointed as my representative to the Planning and Preservation Commission to fill the unscheduled vacancy due to the resignation of Commissioner Yvonne Mejia on July 25, 2023.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. Commissioner Application
- C. City Code
- D. Unscheduled Vacancy Notice

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

Celeste Rodriguez

TITLE

Mayor

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Appointment to the Planning and Preservation Commission

PRIORITIES

Is this included in the current FY priorities?☒ Yes ☐ No

BUDGET

Is this a budgeted item?☐ Yes ☒ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.☐ Yes ☒ No \$BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*ATTACHMENTS *Do you have any attachments to include?*☒ Yes ☐ NoRECOMMENDATION *Indicate the direction you are recommending.*

Appoint Sean Rivas to the Planning and Preservation Commission.



RECOMMENDED BY CITY COUNCIL MEMBER:
C. RODRIGUEZ

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME SEAN M. RIVAS		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE SAN FERNANDO	ZIP CODE 91340
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER	POSITION SCHOOL ADMINISTRATIVE ASSISTANT	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE <i>Sean M. Rivas</i>	DATE <i>10/10/23</i>
---------------------------------------------	-------------------------



APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

☐ **EDUCATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Education Commission?

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☒ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Planning and Preservation Commission?

It is my understanding the Planning and Preservation Commission is tasked with review of development plans, zoning code amendments and other matters that impact the development and growth of our city. The commission plays an advisory role to the council, and will present projects that meet all the appropriate zoning codes and ordinances set by the council.

☐ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Transportation and Safety Commission?

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

From: [Julia Fritz](#)
To: [Julia Fritz](#)
Subject: RE: Agenda Item: Appointment to Planning & Preservation Commission
Date: Thursday, October 12, 2023 1:29:59 PM

From: Sean M. Rivas

Here is my brief bio.

Sean M. Rivas is a proud San Fernando Resident with over a decade of experience serving the Northeast Valley community in various volunteer and leadership roles. He works for the Los Angeles Unified School District (LAUSD) and the City of Los Angeles Department of Recreation & Parks. At the age of 17, Sean began his community involvement with a local neighborhood council. That sparked his interest in advocacy and gave him experience in building community partnerships. Since then, he has led community events and organizations which have helped to shape welcoming and well resourced communities. He continues to offer his personal, professional and volunteer experience to support the community. In his free time he likes to root on the LA Dodgers, and spend quality time with friends and family.

Sean M. Rivas

PLANNING AND PRESERVATION COMMISSION**Sec. 62-26. Established.**

A planning commission for the city is established pursuant to Government Code § 65101 and shall be known as the planning and preservation commission. All references in this Code to the "planning commission" or "city planning commission" shall be to the planning and preservation commission. All references in ch. 106, art. VI, div. 14, of this Code to the "commission" shall be to the planning and preservation commission.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-27. Composition and appointment of members.

The planning and preservation commission shall be composed of five members, each with full participation and voting rights. Such members shall be registered voters and city residents. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-28. Compensation.

The council shall fix the amount of compensation, if any, to be paid to the members of the planning and preservation commission.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-29. Officers.

The members shall organize the planning and preservation commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting. The community development director shall serve as secretary.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-30. Meetings generally.

The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-31. Absence from meetings.

(a) Absence from three consecutive regular meetings of the planning and preservation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-32. Quorum.

Three members of the planning and preservation commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum and until a quorum can be obtained.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-33. Rules and regulations.

The planning and preservation commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-34. Records and reports.

The planning and preservation commission shall keep an accurate record of all its proceedings and transactions. The commission shall also, upon demand of the council, make other investigations and reports upon subjects within its jurisdiction.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-35. Powers and duties.

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

(1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.

(2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

(Ord. No. 1586, § 1, 3-16-2009)

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

UNSCHEDULED VACANCY NOTICE

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Applications will be accepted from July 26, 2023 through August 9, 2023, by 5:30 p.m. For additional information, please contact Julia Fritz, City Clerk at (818) 898-1204 or via email at cityclerk@sfcity.org.

Dated this 26th day of July 2023
City of San Fernando, California



Julia Fritz, CMC
City Clerk

cc: Celeste Rodriguez, Mayor
Kanika Kith, Deputy City Manager/Economic Development

CITY CLERK
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

AFFIDAVIT OF POSTING

declare under penalty of perjury that I am employed by the City of San Fernando in the City Clerk Department and I posted this document at City Hall, 117 Macneil Street, San Fernando, Ca 91340

Dated: 7/26/2023 at: 9:40am

by: C. Fritz

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Joel Fajardo

Date: October 16, 2023

Subject: Discussion of Community Advisory Committee and Any Other Matters Related to the Downtown Master Plan

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 16, 2023 City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

A. Request to Agendize an Item for City Council Discussion/Consideration

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

Joel Fajardo

TITLE

Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion of Community Advisory Committee and Any Other Matters Related to the Downtown Master Plan

PRIORITIES

Is this included in the current FY priorities?
☒ Yes ☐ No

BUDGET

Is this a budgeted item?
☐ Yes ☒ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.
☐ Yes ☒ No \$
BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This is to discuss the location and recording of the Community Advisory Committee meetings, and any other matters related to the Downtown Master Plan.

ATTACHMENTS *Do you have any attachments to include?*
☐ Yes ☒ No
RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that the City Council instruct staff to set the meeting location for the Community Advisory Committee to City Council chambers, and to livestream the meetings.

Furthermore, it is recommended for the City Council to discuss any other matters or provide any other direction related to the Downtown Master Plan.