



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

CITY OF SAN FERNANDO CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:00 PM
REGULAR MEETING – 6:00 PM
TUESDAY, APRIL 2, 2024

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

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at: <https://www.youtube.com/c/CityOfSanFernando>

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 in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at cityclerk@sfcity.org at least 2 business days prior to the meeting.

CALL TO ORDER - SPECIAL MEETING 5:00 P.M. (CLOSED SESSION)

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

RECESS 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:

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

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Title of Employee: City Manager

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube, at: <https://www.youtube.com/c/CityOfSanFernando>

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 **12:00 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 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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CALL TO ORDER - REGULAR MEETING 6:00 P.M. (OPEN SESSION)

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 City Clerk Julia Fritz

APPROVAL OF REGULAR MEETING 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 A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF APRIL 7, 2024 TO APRIL 13, 2024 AS NATIONAL LIBRARY WEEK
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS DONATE LIFE MONTH
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH
- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MARCH 31, 2024 AS CESAR CHAVEZ DAY
- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING APRIL 22, 2024 AS EARTH DAY
- F. PRESENTATION BY NEW ECONOMICS FOR WOMEN REGARDING THE FINANCIAL CAPABILITY WORKSHOPS, INDIVIDUALIZED ONE-ON-ONE FINANCIAL COACHING, AND HOMEBUYER EDUCATION COURSES
- G. PRESENTATION BY BOARD CHAIR ADAN ORTEGA AND GENERAL MANAGER ADEL HAGEKHALIL ON METROPOLITAN WATER DISTRICT'S CLIMATE ACTION PLAN

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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.

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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 ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-041 approving the Warrant Register.

2) CONSIDERATION TO APPROVE A SECOND READING TO ADOPT ORDINANCE NO. 1724 AMENDING ARTICLE 1 OF CHAPTER 1 OF THE SAN FERNANDO MUNICIPAL CODE ESTABLISHING RESTRICTIONS GOVERNING THE USE OF THE CITY SEAL AND OTHER CITY LOGOS AND INSIGNIAS

Recommend that the City Council approve a second reading to adopt Ordinance No. 1724 in title only, and waive further reading of, the ordinance titled, "An Ordinance of the City Council of the City of San Fernando Amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code Establishing Restrictions and Protections Governing unauthorized use of the City Seal and other City Logos and Insignias", as amended to correct Section 1-13, (a) Definitions of the proposed Ordinance changing the date format to "Aug. 31, 1911."

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3) CONSIDERATION TO APPROVE A LIST OF ON-CALL PROFESSIONAL PLANNING CONSULTING FIRMS AND A LIST OF ON-CALL ENVIRONMENTAL FIRMS TO PROVIDE AS-NEEDED PLANNING AND ENVIRONMENTAL REVIEW SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

Recommend that the City Council:

- a. Approve the on-call professional planning services list of 7 consulting firms;
- b. Approve the on-call professional environmental services list of 7 consulting firms; and
- c. Authorize the City Manager to execute an agreement with each of the on-call professional planning firms up to the authorized budgeted amount.

4) CONSIDERATION TO APPROVE A GRANT AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM TO FUND THE FIXED ROUTE AMERICAN WITH DISABILITIES IMPROVEMENTS PROJECT, AND ADOPT A RESOLUTION APPROPRIATING FUNDS

Recommend that the City Council:

- a. Approve a Grant Agreement (Contract No. 2235) with the Los Angeles County Metropolitan Transportation Authority in the amount of \$750,000 for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program to fund the City of San Fernando Fixed Route American with Disabilities Improvements Project;
- b. Adopt Resolution No. 8294 amending the Fiscal Year 2023-2024 Adopted Budget appropriating Federal Transit Administration Section 5310 grant expenditures and revenues; and
- c. Authorize the City Manager to execute the agreement and all additional funding related documents.

5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE UNDER-AGE ALCOHOL PURCHASE PREVENTION PROGRAM

Recommend that the City Council authorize the preparation and submittal of a grant application to the Department of Alcoholic Beverage Control in an amount up to \$100,000 to support San Fernando Police Department's Under-Age Alcohol Purchase Prevention Program.

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ADMINISTRATIVE REPORTS

6) DISCUSSION AND CONSIDERATION TO AUTHORIZE ACCEPTANCE OF THE CALIFORNIA GOVERNOR’S OFFICE OF PLANNING AND RESEARCH GRANT FOR THE ADAPTATION PLANNING GRANT PROGRAM, ADOPT A RESOLUTION APPROPRIATING THE FUNDS, AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS INC. TO COMPLETE THE CLIMATE ACTION AND RESILIENCE PLAN

Recommend that the City Council:

- a. Authorize the acceptance of the California Governor’s Office of Planning and Research Grant Funds for the Adaptation Planning Grant Program in the amount of \$599,918.18 (Contract No. 2231);
- b. Adopt Resolution No. 8295 amending the budget for Fiscal Year 2023-2024 to appropriate the funds and increase the Operating Grants (Fund 110) revenues and expenditures;
- c. Approve a Professional Services Agreement (Contract No. 2236) with Rincon Consultants Inc., in an amount not-to-exceed \$351,598 to develop the City’s Climate Action and Resilience Plan and update the Circulation and Open Space/Conservation/Parks-Recreation General Plan Elements;
- d. Authorize the City Manager to make non-substantive changes and execute all related documents; and
- e. Provide direction to staff as to which funding sources should be used for California Environmental Quality Act Analysis.

7) PRESENTATION AND DISCUSSION OF THE HOME REHABILITATION LOAN PROGRAM

Recommend that City Council:

- a. Receive a presentation from staff related to the establishment of a Home Rehabilitation Loan Program;
- b. Provide direction to staff, as applicable; and
- c. Authorize the City Manager to execute all related documents.

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8) DISCUSSION AND CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO AMERICAN ASPHALT SOUTH, INC. FOR FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT, JOB NO. 7621, PLAN NO. P-743

Recommend that the City Council:

- a. Accept the lowest responsive bid from American Asphalt South, Inc., for construction services for Phase 3 of the Annual Street Resurfacing Project;
- b. Approve a construction contract (Contract No. 2237) with American Asphalt South, Inc., for an amount not-to-exceed \$1,800,173.60 for construction services for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743;
- c. Approve a 20% contingency of \$360,035 for any change orders due to unforeseen conditions or change in work; and
- d. Authorize the City Manager or his designee to execute the agreement and all related documents.

9) CONSIDERATION AND DISCUSSION REGARDING COUNCILMEMBER INITIATED REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION

Recommend that the City Council review and provide direction to staff regarding the options on the process in which a Councilmember requests to agendize an item for City Council discussion for a future City Council meeting.

10) DISCUSSION REGARDING CONTINUATION OF THE RECREATION SCHOLARSHIP PROGRAM

This item was agendized by Mayor Celeste T. Rodriguez.

11) DISCUSSION REGARDING REPAIR AND ENHANCEMENT OF TRASH ENCLOSURES TO SUPPORT COMMUNITY BEAUTIFICATION

This item was agendized by Mayor Celeste T. Rodriguez.

12) DISCUSSION REGARDING CREATION OF THE SAN FERNANDO COMMUNITY CENTER AT PUIG'S HOUSE

This item was agendized by Mayor Celeste T. Rodriguez.

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next regular meeting on April 15, 2024.

I hereby certify under penalty of perjury under the laws of the State of California that 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: March 29, 2024 (3:30 p.m.)

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.

Regular Meeting San Fernando City 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: April 2, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-041 (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. 24-041, including:
 - Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-041

**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. 24-041**

**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 2nd day of April 2024.

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. 24-041, 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 2nd day of April, 2024, 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 April, 2024.

Julia Fritz, City Clerk

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03/28/2024 9:10:24AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235205	4/2/2024	894194 4LEAF, INC	J41631		ON-CALL COMMUNITY PRES. SERVS F	
			J4231A	12999	001-152-0000-4270	13,320.00
				12999	ON-CALL COMMUNITY PRES. SERVS F	
					001-152-0000-4270	1,155.00
					Total :	13,475.00
235206	4/2/2024	892552 A & M CATERING, INC.	0074		CATERING SERVICE FOR (2) SENIOR C	
				13063	004-2380	9,922.50
					Total :	9,922.50
235207	4/2/2024	888356 ADVANCED AUTO REPAIR	1654		VEHICLE MAINT. REPAIRS & MINOR BC	
			1656	13083	041-320-0390-4400	396.45
			1657	13083	041-320-0228-4400	427.38
				13083	VEHICLE MAINT. REPAIRS & MINOR BC	
					041-320-0320-4400	426.26
					Total :	1,250.09
235208	4/2/2024	894315 AG LAWNMOWER SHOP	0138		SMALL EQUIP. REPAIR (LAWNMOWER)	
				12981	001-346-0000-4300	282.01
					Total :	282.01
235209	4/2/2024	890006 AGUIRRE, PETER	REIMB.		MILEAGE REIMB.-SFPD TEAM BUILDIN	
					001-225-0000-4370	125.23
					Total :	125.23
235210	4/2/2024	889043 ALADIN JUMPERS	12946		DELIVERY & INSTALL OF DANCE FLOC	
				13051	017-420-1330-4300	476.90
					Total :	476.90
235211	4/2/2024	892271 ALL STAR ELITE SPORTS	4071		SPORTS UNIFORMS & STAFF UNIFORM	
				12982	017-420-1330-4300	3,819.90
					Total :	3,819.90
235212	4/2/2024	100165 AMERICAN WATER WORKS, INC.	35902		VEHICLE MAINT-PW8086	
					029-335-0000-4400	220.13

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235212	4/2/2024	100165 100165 AMERICAN WATER WORKS, INC.	(Continued)			
					Total :	220.13
235213	4/2/2024	100184 ANDERSON TROPHY CO.	722768		SPORTS TROPHY PURCHASE	
				12973	017-420-1328-4300	1,778.19
				12973	017-420-1334-4300	262.62
					Total :	2,040.81
235214	4/2/2024	100188 ANDY GUMP INC.	INV1117285		PORTABLE RESTROOM SERV FOR CIT	
			INV1117286	13005	043-390-0000-4260	336.49
				13005	PORTABLE RESTROOM SERV FOR CIT	
					070-384-0000-4260	336.34
					Total :	672.83
235215	4/2/2024	100222 ARROYO BUILDING MATERIALS, INC	292022		HARDWARE SUPPLIES & U-CARTS OF	
				12984	001-311-0000-4300	274.99
					Total :	274.99
235216	4/2/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-MAR 2024	
					001-222-0000-4220	255.37
					Total :	255.37
235217	4/2/2024	889037 AT&T MOBILITY	287277903027X0308202		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	138.69
					Total :	138.69
235218	4/2/2024	892412 AT&T MOBILITY	287297930559X0310202		MDT MODEMS-PD UNITS-FEB 2024	
					001-222-0000-4220	1,024.78
					Total :	1,024.78
235219	4/2/2024	889942 ATHENS SERVICES	16429698		CITY STREET SWEEPING SERVICES	
				13046	011-311-0000-4260	17,443.40
					Total :	17,443.40
235220	4/2/2024	891209 AUTONATION SSC	529581		FORD GENUINE PARTS FOR VARIOUS	
				13006	070-383-0000-4400	565.04
					Total :	565.04
235221	4/2/2024	893013 AYSON, LEILANI	MAR 2024		INCLUSIVE ZUMBA INSTRUCTOR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235221	4/2/2024	893013 AYSON, LEILANI	(Continued)			
				12952	017-420-1337-4260	134.25
				12952	026-420-0887-4260	7.50
					Total :	141.75
235222	4/2/2024	894682 BACKFLOW SUPPLY	00100320		BACKFLOW SUPPLIES	
					070-383-0000-4300	263.69
					Total :	263.69
235223	4/2/2024	889913 BALLIN, SYLVIA	MARCH 2024		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	150.00
					Total :	150.00
235224	4/2/2024	894402 BANNER BANK	17560R		5% RETENTION HELD-PACOIMA WASH	
					010-2037	25,708.21
					Total :	25,708.21
235225	4/2/2024	894620 BARAHONA, RAUL	TRAVEL		PER DIEM-TRAFFIC COLLISION	
					001-225-0000-4360	180.00
					Total :	180.00
235226	4/2/2024	892784 BARAJAS, MARIA BERENICE	MAR 2024		TOTAL BODY CONDITIONING CLASS IN	
				12953	017-420-1337-4260	571.50
				12953	026-420-0887-4260	90.00
					Total :	661.50
235227	4/2/2024	888443 BAVCO	260740		REPL OF STOLEN CITY BACKFLOW DE	
					070-383-0000-4300	1,046.32
					Total :	1,046.32
235228	4/2/2024	892426 BEARCOM	5695286		MAINTENANCE AGREEMENT FOR RAD	
				13001	001-135-0000-4260	9,700.43
				13001	070-385-0000-4260	1,034.71
				13001	072-360-0000-4260	905.38
				13001	043-390-0000-4260	1,293.33
					Total :	12,933.85
235229	4/2/2024	893591 BIOMEDICAL WASTE DISPOSAL	136355		BIOMEDICAL WASTE PICK-UP & DISPO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235229	4/2/2024	893591 BIOMEDICAL WASTE DISPOSAL	(Continued)			
					001-222-0000-4260	110.00
					Total :	110.00
235230	4/2/2024	894434 BLUE LINE ACADEMY LLC	031124		REG: VIRTUAL TRAINING-SURENO GAI	
					001-225-3688-4360	100.00
					Total :	100.00
235231	4/2/2024	888800 BUSINESS CARD	030124		FACIAL TISSUE	
			030724		001-105-0000-4300	14.64
			030724		LODGING DEP-NALEO ANNUAL CONF	
			030824		001-101-0113-4370	230.16
			031124		REGISTRATION-LUNCHEON	
			031124		001-130-0000-4370	40.00
			031124		KEYBOARD REPLACEMENT	
			031124		001-105-0000-4300	88.19
			031124		TEAM REG.-MISSION CITY BASEBALL	
			031124		017-420-1330-4260	310.00
			031124		SUPPLIES-SENIOR PROGRAM	
			031124-1		004-2382	86.82
			031124-1		004-2346	86.82
			031124-2		SUPPLIES SPRING JAMBOREE	
			031124-2		001-424-0000-4300	163.15
			031224		SUPPLIES SPRING JAMBOREE	
			031324		001-424-0000-4300	34.58
			031324		CONFERENCE REGISTRATION	
			031324		001-101-0113-4370	800.00
			031324		LODGING DEP-NALEO ANNUAL CONF	
			031324		001-101-0107-4370	230.16
			031424-1		SUPPLIES SPRING JAMBOREE	
			031424-1		001-424-0000-4300	20.72
			031424-2		AIRFARE-WELL CONFERENCE	
			031424-2		001-101-0104-4370	229.98
			031524		AIRFARE-WELL CONFERENCE	
			031524		001-101-0104-4370	295.98
			031524		ADOBE ACROBAT PRO LICENSE	
			031524		001-106-0000-4320	10.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235231	4/2/2024	888800 BUSINESS CARD	(Continued) 031524		AIRFARE-NALEO ANNUAL CONFERENC 001-101-0113-4370	227.96
			031824		ADOBE ACROBAT PRO DC LICENSE 001-130-0000-4260	9.89
			031824		LODGING-WELL CONFERENCE 001-101-0104-4370	195.66
			031824-1		ITEMS FOR SENIOR PROGRAM 001-422-0000-4300	79.37
			031824-2		ITEMS FOR SENIOR PROGRAM 001-422-0000-4300	97.00
			031824-3		ITEMS FOR SENIOR FATHER'S DAY DA 004-2380	180.39
			031924		DINNER FOR CC MEETING - 03/18/24 001-101-0000-4300	140.00
			031924		SHEDDER & WHITE BOARD 001-420-0000-4300	411.12
			031924		SUPPLIES-CITY COUNCIL 001-101-0000-4300	95.64
			031924		BUSINESS CARDS 001-150-0000-4300	28.57
					001-106-0000-4300	28.57
					001-420-0000-4300	28.57
					070-381-0000-4300	28.57
					001-105-0000-4300	63.28
			032024		PHONE CASE 001-106-0000-4300	54.02
					Total :	4,309.81
235232	4/2/2024	888800 BUSINESS CARD	030524		LODGING-RED DOT TRAINING 001-225-0000-4360	445.52
			031124		AIRFARE-CAPE ANNUAL TRAINING 001-224-0000-4360	297.96
			031824		LODGING-TRAFFIC COLLISION INVEST 001-225-0000-4360	275.00
					Total :	1,018.48

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235233	4/2/2024	100466 CACEO	200028714		REG.-MODULE ONE ONLINE COURSE 001-152-0000-4360	600.00
			200028836		REG.-MODULE ONE ONLINE COURSE 001-152-0000-4360	600.00
					Total :	1,200.00
235234	4/2/2024	887810 CALGROVE RENTALS, INC.	183288-1	12947	RENTAL OF GENERATOR & LIGHT TOW 072-360-0000-4250	769.58
					Total :	769.58
235235	4/2/2024	892464 CANON FINANCIAL SERVICES, INC	32208877	12948	LEASE FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	2,005.79
					Total :	2,005.79
235236	4/2/2024	892465 CANON SOLUTIONS AMERICA, INC.	6007286464	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	86.86
			6007309878	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
					Total :	430.18
235237	4/2/2024	891860 CARL WARREN & COMPANY	20412-20449		REIMB. TO ITF ACCT (LIABILITY CLAIM# 006-1037	11,251.00
					Total :	11,251.00
235238	4/2/2024	103948 CDW GOVERNMENT, INC.	PV80579	13114	MICROSOFT SURFACE PRO 9 & DOCKI 070-383-0000-4310	1,133.45
				13114	070-384-0000-4310	2,704.82
				13114	070-384-0000-4300	5,589.97
			PV85867	13114	MICROSOFT SURFACE PRO 9 & DOCKI 070-383-0000-4310	640.00
			PX38685	13113	RESOURCE CENTER PRINTER 028-155-0000-4300	759.63
			QB15441	13113	RESOURCE CENTER PRINTER 028-155-0000-4300	164.48
					Total :	10,992.35
235239	4/2/2024	894010 CHARTER COMMUNICATIONS	0010518022924		REC PARK CABLE SRVS-02/29-03/28	

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235239	4/2/2024	894010 CHARTER COMMUNICATIONS	(Continued)			
			0283057030524		001-420-0000-4260 LP PARK CABLE SRV-03/05-04/04	265.51
			10328030524		001-420-0000-4260 CITY HALL CABLE SRV-03/05-04/04	279.33
			222204022923		001-190-0000-4220 PW OPS CTR CABLE SRV-02/29/24-03/2	191.43
					043-390-0000-4260	140.12
					Total :	876.39
235240	4/2/2024	100731 CITY OF LOS ANGELES	WP240000124	13101	WASTE WATER OPERATION & MAINT S 072-360-0629-4260	7,252.23
					Total :	7,252.23
235241	4/2/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000009		FIRE SERVICES-APRIL 2024 001-500-0000-4260	336,851.97
					Total :	336,851.97
235242	4/2/2024	103029 CITY OF SAN FERNANDO	6045-6086		REIMB. TO WORKER'S COMP ACCT 006-1038	21,003.38
					Total :	21,003.38
235243	4/2/2024	893824 COMPLETE OFFICE	4128930-0	13042	DEPARTMENT SUPPLIES 001-222-0000-4300	204.50
			4132039-0	13042	DEPARTMENT SUPPLIES 001-222-0000-4300	232.01
					Total :	436.51
235244	4/2/2024	892687 CORE & MAIN LP	U335856	13014	WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310	1,174.73
			U373052	13014	WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310	5,057.17
			U413947	13014	WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310	9,671.58
			U414162	13014	WATER METERS, FIRE SERVICE MATL' 070-383-0000-4310	81.90
					Total :	15,985.38

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235245	4/2/2024	102003 COUNTY OF LOS ANGELES	RE-PW-24031105226	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	2,707.56
			RE-PW-24031105245	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	6,123.87
					Total :	8,831.43
235246	4/2/2024	893915 DAVIDSON, ROBERT	REIMB.		CWEA GRADE 2 MEMBERSHIP 072-360-0000-4360	207.00
					Total :	207.00
235247	4/2/2024	893114 DE LA PENA, RICHARD	REIMB.		CWEA ASSOC MEMBERSHIP 072-360-0000-4360	207.00
					Total :	207.00
235248	4/2/2024	101010 DUTHIE POWER SERVICES INC.	A124350		CITY HALL GENERATOR ANNUAL SERV 043-390-0000-4330	688.95
					Total :	688.95
235249	4/2/2024	889121 EDGESOFT, INC.	3390	13131	AIMS SYSTEM MAINTENANCE-JULY'23 055-135-0000-4260	2,435.00
			3408	13131	AIMS SYSTEM MAINTENANCE-AUG'23 055-135-0000-4260	2,435.00
			3419	13131	AIMS SYSTEM MAINTENANCE-SEPT'23 055-135-0000-4260	2,435.00
			3421	13131	AIMS SYSTEM MAINTENANCE-OCT'23 055-135-0000-4260	2,435.00
			3424	13131	AIMS SYSTEM MAINTENANCE-NOV'23 055-135-0000-4260	2,435.00
			3441	13131	AIMS SYSTEM MAINTENANCE-JAN'24 055-135-0000-4260	2,435.00
					Total :	14,610.00
235250	4/2/2024	890401 ENVIROGEN TECHNOLOGIES INC	0014859-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXTI 070-384-0857-4260	7,814.52
			0014897-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXTI 070-384-0857-4260	16,143.91
					Total :	23,958.43

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235251	4/2/2024	103851 EVERSOF, INC.	R2444579		WATER SOFTNER RENTAL-WELL 4A 070-384-0000-4260	222.45
					Total :	222.45
235252	4/2/2024	894525 FFSIGNS, LLC	031224	13025	SIGNS, DECALS, GRAPHICS AND MISC 070-384-0000-4310	1,127.10
					Total :	1,127.10
235253	4/2/2024	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
			209-150-5250-081292		001-222-0000-4220 RADIO REPEATER	541.74
			209-150-5251-040172		001-222-0000-4220 MWD METER	43.23
			209-151-4939-102990		070-384-0000-4220 MUSIC CHANNEL	57.40
			209-151-4941-102990		001-190-0000-4220 POLICE PAGING	53.51
			209-151-4942-041191		001-222-0000-4220 CITY YARD AUTO DIALER	53.51
			209-151-4943-081292		070-384-0000-4220 RADIO REPEATER	43.23
			209-188-4361-031792		001-222-0000-4220 RCS PHONE LINES	43.23
			209-188-4362-031792		001-420-0000-4220 POLICE PHONE LINES	141.78
			209-188-4363-031892		001-222-0000-4220 VARIOUS PHONE LINES	996.17
			818-361-0901-051499		001-190-0000-4220 SEWER FLOW MONITORING	104.83
			818-361-2385-012309		070-384-0000-4220 001-420-0000-4220 MTA & CREDIT CARD PHONE LINES	331.08
					001-190-0000-4220 PW PHONE LINES	264.63
			818-361-2472-031415		072-360-0000-4220 007-440-0441-4220	74.87
					001-190-0000-4220	59.47
					070-384-0000-4220	118.94
					070-384-0000-4220	600.74

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235253	4/2/2024	892198 FRONTIER COMMUNICATIONS	(Continued)		CNG STATION	
			818-361-3958-091407		074-320-0000-4220	67.10
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM	
			818-365-0007-060223		001-420-0000-4220	60.99
			818-365-0026-071223		EOC PHONE LINES	
			818-831-5002-052096		001-222-0000-4220	454.09
			818-837-7174-052096		PD NON EMERGENCY PHONE LINE	
			818-838-1841-112596		001-222-0000-4220	467.43
			818-838-4969-021803		PD SPECIAL ACTIVITIES PHONE	
			818-898-7385-033105		001-222-0000-4220	58.55
					PD SPECIAL ACTIVITIES PHONE	
					001-222-0000-4220	45.15
					ENGINEERING FAX MODEM	
					001-310-0000-4220	46.33
					POLICE DEPT ALARM PANEL	
					001-222-0000-4220	47.51
					LP PARK FAX LINE	
					001-420-0000-4220	35.04
					Total :	4,810.55
235254	4/2/2024	893953 GALE, PAUL JOHN	MARCH 2024	12960	SHOTOKAN KARATE INSTRUCTOR	
					017-420-1326-4260	267.75
					Total :	267.75
235255	4/2/2024	888728 GALLEGOS, ROBERT	REIMB.		TUITION REIMB-CRIMINAL JUSTICE PC	
					001-225-0000-4365	675.00
					Total :	675.00
235256	4/2/2024	894351 GARCIA, VICTORIA	MARCH 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00
235257	4/2/2024	889352 GOMEZ, ADRIANA B.	MARCH 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00

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235258	4/2/2024	101376 GRAINGER, INC.	9042610486	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	128.73
Total :						128.73
235259	4/2/2024	894512 GUILLEN, JEANETTE	REIMB.		PRIZES FOR PARK AVE CLUB BINGO 004-2346 001-420-0000-4390	104.67 11.53
Total :						116.20
235260	4/2/2024	101428 H & H WHOLESALE PARTS	1CR0090854 1IN0624882	13023	CREDIT-BATTERY RETURNED 041-1215 VEH. BATTERIES INCLUDING DELIVER 041-1215	-137.99 302.20
Total :						164.21
235261	4/2/2024	101512 HDL, COREN & CONE	SIN035431	13039	CONTRACT SERVICES - PROPERTY TA 001-130-0000-4270	1,786.72
Total :						1,786.72
235262	4/2/2024	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN036401 SIN036699	13040 13040	CONTRACT SERVICES - SALES & TRAN 001-130-0000-4270 CONTRACT SERVICES-SALES & TRAN: 001-130-0000-4270	1,831.47 600.00
Total :						2,431.47
235263	4/2/2024	892682 IPS GROUP, INC.	INV94709	13045	SMART METER CREDIT CARD TRANSA 029-335-0000-4260	728.60
Total :						728.60
235264	4/2/2024	891777 IRRIGATION EXPRESS	15288475-00 15288557-00 15288583-00	12988 12988 12988	IRRIGATION SUPPLIES FOR REPAIRS & 001-311-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	108.03 257.16 729.50
Total :						1,094.69
235265	4/2/2024	892641 KIDNEY QUEST FOUNDATION, INC.	FY23/24		CIF: 100 CHILD FINGERPRINTING I.D. K	

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235265	4/2/2024	892641 KIDNEY QUEST FOUNDATION, INC.	(Continued)		053-101-0107-4430	150.00
Total :						150.00
235266	4/2/2024	894129 KITH, KANIKA	REIMB.-1 REIMB.-2 REIMB.-3		VARIOUS REIMB. ITEMS 001-107-0000-4140 001-107-0000-4370 001-107-0000-4300 SUPPLIES FOR BCRC GRAND OPENIN 004-2385 SUPPLIES FOR CELEBRATION OF LIFE 001-101-0000-4430	750.00 32.00 268.78 362.26 178.68
Total :						1,591.72
235267	4/2/2024	101971 L.A. MUNICIPAL SERVICES	004-750-1000 494-750-1000 500-750-1000 657-750-1000 993-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210 WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC & LIGHTING-13655 FOOHTIL 070-384-0000-4210 ELECTRIC-14060 SAYRE 070-384-0000-4210 WATER-13003 BORDEN 070-384-0000-4210	9,722.55 40.66 104.50 5,652.02 149.87
Total :						15,669.60
235268	4/2/2024	101920 LIEBERT CASSIDY WHITMORE	259518 259519 260507 260508 260509 260510		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	198.00 207.50 846.00 660.00 249.00

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235268	4/2/2024	101920 LIEBERT CASSIDY WHITMORE	(Continued)		001-112-0000-4270	124.50
					Total :	2,285.00
235269	4/2/2024	101948 LOPEZ, LETICIA	REIMB.		PASTERIES-CORE VALUE MEETING 001-106-0000-4300	74.73
					Total :	74.73
235270	4/2/2024	892477 LOWES	9747-01502		EARMUFFS	
			9747-01780		041-320-0000-4300 MISC ITEMS	31.20
			9747-01909		041-320-0000-4300 SUPPLIES FOR PARKING LOT MAINT	375.37
			9747-03160		029-335-0000-4300 MISC ITEMS	23.91
			9747-61909		041-320-0000-4320 MISC SUPPLIES	262.38
			9754-01061		001-311-0000-4300 REPL TOOLS & SUPPLIES	175.35
			9754-01469		029-335-0000-4300 MAINT. & REPAIRS	1,793.37
			9754-87745		070-384-0000-4330 SUPPLIES FOR PARKING LOT MAINT	63.39
					029-335-0000-4300 Total :	2,766.34
235271	4/2/2024	888468 MAJOR METROPOLITAN SECURITY	3044		ALARM MONITORING AT ALL CITY FACI	
			3061	13061	043-390-0000-4330	855.00
				13061	ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	1,125.00
					Total :	1,980.00
235272	4/2/2024	893200 MCKESSON MEDICAL-SURGICAL	21793976		MEDICATION	
					001-225-0000-4350	320.77
					Total :	320.77
235273	4/2/2024	894220 MELTON, ERICA D.	195-197		L P SENIOR PETTY CASH REIMB.	

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235273	4/2/2024	894220 MELTON, ERICA D.	(Continued)		004-2380	96.30
					Total :	96.30
235274	4/2/2024	102226 MISSION LINEN SUPPLY	521224394	13096	LAUNDRY SERVICES FOR PD	
					001-225-0000-4350	383.85
					Total :	383.85
235275	4/2/2024	893343 MOHR, NICOLE	MARCH 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00
235276	4/2/2024	894004 MURILLO, NICHOLAS	REIMB.-1		K9 FOOD & SUPPLIES	
			REIMB.-2		001-225-0000-4270	200.62
					K9 FOOD & SUPPLIES	
					001-225-0000-4270	172.93
					Total :	373.55
235277	4/2/2024	102423 OCCU-MED, INC.	0324901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	841.00
					Total :	841.00
235278	4/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	353782516001		TONER	
			353860295001		001-130-0000-4300 OFFICE SUPPLIES	216.29
			354999072001		070-382-0000-4300 OFFICE SUPPLIES	38.00
			354999073001		072-360-0000-4300 OFFICE SUPPLIES	38.01
			354999078001		001-420-0000-4300 OFFICE SUPPLIES	351.71
			354999079001		001-423-0000-4300 OFFICE SUPPLIES	83.44
			355432575001		001-420-0000-4300 OFFICE SUPPLIES	17.43
					001-420-0000-4300 OFFICE SUPPLIES	32.73
					001-420-0000-4300 OFFICE SUPPLIES	5.62

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235278	4/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			355470336001		070-384-0000-4300 OFFICE SUPPLIES	218.67
			355913661001		070-381-0000-4300 OFFICE SUPPLIES	74.02
			355915662001		001-310-0000-4300 OFFICE SUPPLIES	17.33
			356154395001		001-310-0000-4300 OFFICE SUPPLIES	38.98
			356446103001		001-222-0000-4300 TONERS & COLLECTION BOTTLE	174.15
			356469375001		001-140-0000-4300 TONER	610.56
			356472516001		070-381-0000-4300 OFFICE SUPPLIES	548.59
			356712994001		070-383-0000-4300 OFFICE SUPPLIES	233.23
			356713954001		001-222-0000-4300 OFFICE SUPPLIES	16.25
			356758527001		001-222-0000-4300 OFFICE SUPPLIES	113.47
			356759265001		070-381-0000-4300 OFFICE SUPPLIES	153.73
			356786701001		070-381-0000-4300 OFFICE SUPPLIES	65.15
			356787317001		001-422-0000-4300 004-2380	130.19 19.68
			357158442001		OFFICE SUPPLIES	101.20
			358097917001		001-422-0000-4300 OFFICE SUPPLIES	66.18
			358276608001		070-381-0000-4300 HP IMAGE TRANSFER KIT	434.37
			358276688001		001-130-0000-4300 OFFICE SUPPLIES	54.01
					001-422-0000-4300 OFFICE SUPPLIES	41.02

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235278	4/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			358279131001		OFFICE SUPPLIES	
			359088655001		001-222-0000-4300 OFFICE SUPPLIES	113.45
			359095125001		001-130-0000-4300 OFFICE SUPPLIES	66.29
					001-130-0000-4300	49.11
					Total :	4,122.86
235279	4/2/2024	894123 OLIVAREZ MADRUGA LAW	24160		LEGAL SERVICES	
					001-110-0000-4270	30,157.30
					070-110-0000-4270	172.80
					001-110-0000-4270	-432.00
			24161		LEGAL SERVICES	
					001-110-0000-4270	518.40
					Total :	30,416.50
235280	4/2/2024	893258 OMNIGO SOFTWARE	I-OS015274	13017	RMS, CAD, MOBILE AND BWC INTERFA	
					001-135-0000-4260	1,906.94
					Total :	1,906.94
235281	4/2/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-159397	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-159556	13008	041-1215	85.96
			4605-159586	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-159604	13008	041-320-0311-4400	46.37
			4605-160490	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-160491	13008	041-320-0311-4400	134.92
			4605-161282	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-161302	13008	070-383-0000-4400	28.80
					VEH. MAINT. AND REPAIR PARTS FOR (
					041-320-0370-4400	163.10
					VEH. MAINT. AND REPAIR PARTS FOR (
					041-320-0225-4400	86.50
					VEH. MAINT. AND REPAIR PARTS FOR (
					070-384-0000-4400	70.21
					VEH. MAINT. AND REPAIR PARTS FOR (
					041-320-0346-4400	88.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235281	4/2/2024	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) 4605-161347	13008	VEH. MAINT. AND REPAIR PARTS FOR (070-384-0000-4400	72.41
			4605-161707	13008	VEH. MAINT. AND REPAIR PARTS FOR (029-335-0000-4400	33.06
			4605-162272	13008	VEH. MAINT. AND REPAIR PARTS FOR (029-335-0000-4400	62.18
			4605-162475	13008	VEH. MAINT. AND REPAIR PARTS FOR (041-320-0224-4400	62.50
					Total :	934.19
235282	4/2/2024	894631 OSMININA, ZHANNA	MARCH 2024	13092	ACADEMIC DRAWING INSTRUCTOR 017-420-1343-4260	124.50
					Total :	124.50
235283	4/2/2024	894712 PACIFIC APPLIANCE REPAIR	6313		REPAIR-BANQUET ROOM REFRIGERA 001-422-0000-4260	452.33
					Total :	452.33
235284	4/2/2024	102568 PARKHOUSE TIRE, INC.	4010197370		VEHICLE MAINT-WA2571 070-383-0000-4400	169.05
					Total :	169.05
235285	4/2/2024	890324 PEREZ MONTELONGO, JUAN	032024	12956	REFEREE & SCOREKEEPER SERVICE 017-420-1328-4260	508.50
				12956	026-420-0887-4260	677.50
					Total :	1,186.00
235286	4/2/2024	892957 PIONEER FIRE PROFESSIONALS INC	386965		FIRE EXTINGUISHER SRVS-PIONEER F 043-390-0000-4340	64.45
			386966		FIRE EXTINGUISHER SRVS-WELL SITE 070-384-0000-4300	273.74
			386967		FIRE EXTINGUISHER SRVS-REC PARK 043-390-0000-4340	386.46
			386968		FIRE EXTINGUISHER SRVS-LP PARK 043-390-0000-4300	209.33
			386969		FIRE EXTINGUISHER SRVS-120 MACNI	

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235286	4/2/2024	892957 PIONEER FIRE PROFESSIONALS INC	(Continued) 386970		043-390-0000-4340 FIRE EXTINGUISHER SRVS-PD	338.15
			386971		043-390-0000-4340 FIRE EXTINGUISHER SRVS-CITY HALL	193.23
					043-390-0000-4340	246.82
					Total :	1,712.18
235287	4/2/2024	102688 PROFESSIONAL PRINTING CENTERS	21919	13060	MARKETING MATERIALS 001-420-0000-4300	123.05
			21921	13060	"NO PARKING" SINGS 072-360-0000-4300	523.69
					Total :	646.74
235288	4/2/2024	890004 PTS	2119444		PD PAY PHONE-APRIL 2024 001-190-0000-4220	96.80
					Total :	96.80
235289	4/2/2024	102738 QUINTERO ESCAMILLA, VIOLETA	MAR 2024	12957	SENIOR MUSIC CLASS INSTRUCTOR 026-420-0887-4260	97.50
				12957	017-420-1323-4260	702.50
					Total :	800.00
235290	4/2/2024	891912 REPUBLIC SERVICES #902	2023PAILS	13128	RECYCLING PAILS 110-350-0869-4260	14,950.00
					Total :	14,950.00
235291	4/2/2024	894408 RINCON CONSULTANTS INC	55380	12914	PREP OF PHASE 1 OF CLIMATE ACTIOI 110-150-7527-4270	3,119.60
					Total :	3,119.60
235292	4/2/2024	102855 RIO HONDO COLLEGE	S24-86-ZSFN		POLICE ACADEMY ENROLLMENT & MA 001-225-0000-4360	1,305.00
					Total :	1,305.00
235293	4/2/2024	894439 RODRIGUEZ, CHRIS	TRAVEL		PER DIEM & MILEAGE REIMB--PISTOL I 001-225-0000-4360	242.89

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235293	4/2/2024	894439 894439 RODRIGUEZ, CHRIS	(Continued)			Total : 242.89
235294	4/2/2024	894534 RODRIGUEZ, ZOE	MARCH 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
235295	4/2/2024	891632 S.B.S.D.	TRAVEL		COURSE-TRAFFIC COLLISION INVESTI 001-225-0000-4360	215.00 Total : 215.00
235296	4/2/2024	887575 SAN FERNANDO EXPLORER POST 521	REIMB.-1 REIMB.-2 REIMB.-3		2024 CHANDLER COMPETITION TRIP 001-226-0230-4430 001-226-0000-4370 2024 CHANDLER COMPETITION TRIP 001-226-0000-4370 REIMB OF VARIOUS EXPENSES 001-226-0000-4370 001-226-0230-4430	3,530.97 283.31 1,055.96 403.43 42.05 Total : 5,315.72
235297	4/2/2024	103057 SAN FERNANDO VALLEY SUN	12202 12204		PH NOTICE-EXTENDING MONATORIUM 001-115-0000-4230 AD: TRANSACTION TAX TOWN HALL MI 001-190-0000-4267	148.50 939.02 Total : 1,087.52
235298	4/2/2024	892619 SIMONZAD, BENNY	REIMB.		TUITION REIMB-MANAGEMENT INFO S 001-225-0000-4365	710.00 Total : 710.00
235299	4/2/2024	103184 SMART & FINAL	0024 0067 0069 0073		SUPPLIES-SENIOR MEETNG 004-2380 SUPPLIES CALLES VERDES EVENT 001-310-0000-4300 SUPPLIES-ST PATRICK'S DAY SR CELE 004-2346 SUPPLIES-LP PARK BINGO 004-2346	269.82 67.53 65.79 2.58

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235299	4/2/2024	103184 SMART & FINAL	(Continued) 0197		SUPPLIES CALLES VERDES EVENT 001-310-0000-4300	77.52 Total : 483.24
235300	4/2/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	700224888278 700301226571 7003605870265 700363532503 700577150347 700826276457		ELECTRIC-801 8TH ST 043-390-0000-4210 ELECTRIC-1117 2ND ST 043-390-0000-4210 ELECTRIC-910 FIRST 043-390-0000-4210 ELECTRIC-117 MACNEIL 043-390-0000-4210 ELECTRIC-190 PARK AVE 027-344-0000-4210 ELECTRIC-799 JESSIE 043-390-0000-4210	16.52 18.24 7,295.16 4,474.67 1,149.86 77.08 Total : 13,031.53
235301	4/2/2024	103251 STANLEY PEST CONTROL	644620 644626 644628 644630 644633 644634 644635	13070 13070 13070 13070 13070 13070 13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	94.00 62.00 135.00 55.00 95.00 85.00 85.00 Total : 611.00
235302	4/2/2024	894275 STAPLES, INC.	8073551183		BREAK ROOM SUPPLIES 001-190-0000-4300	154.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235302	4/2/2024	894275 894275 STAPLES, INC.	(Continued)			Total : 154.43
235303	4/2/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	691816		DOJ LIVESCAN FINGERPRINTING SER'	
				13112	001-222-0000-4270	98.00
				13112	004-2386	2,396.00
			698539		DOJ LIVESCAN FINGERPRINTING SER'	
				13112	001-222-0000-4270	164.00
				13112	004-2386	2,195.00
			704770		DOJ LIVESCAN FINGERPRINTING SER'	
				13112	004-2386	960.00
				13112	001-222-0000-4270	132.00
				13112	004-2386	571.00
			719868		FINGERPRINTS-FEB 2024	
					001-106-0000-4270	64.00
					Total :	6,580.00
235304	4/2/2024	894649 STERLING ADMINISTRATION	763114		ADMINISTRATIVE FEE: FEB 2024	
					001-106-0000-4260	50.00
					Total :	50.00
235305	4/2/2024	894130 SUNBURST UNIFORMS	1997		UNIFORMS & ACCESSORIES	
			2002	13043	001-222-0000-4300	439.00
			2004	13043	UNIFORMS & ACCESSORIES	
					001-225-0000-4325	2,845.49
				13043	UNIFORMS & ACCESSORIES	
					001-225-0000-4325	2,835.63
					Total :	6,120.12
235306	4/2/2024	103305 TAB PRODUCTS CO.	INV000046934		PRE-NUMBERED FOLDERS FOR POLIC	
				13132	001-222-0000-4300	6,172.19
					Total :	6,172.19
235307	4/2/2024	103318 TAG/AMS, INC.	2833094		ANNUAL RENEWAL FEE	
					001-106-0000-4270	175.00
					Total :	175.00
235308	4/2/2024	103205 THE GAS COMPANY	084-220-3249-3		GAS-505 S HUNTINGTON	
					043-390-0000-4210	686.32

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235308	4/2/2024	103205 THE GAS COMPANY	(Continued)			
			088-520-6400-8		GAS-117 N MACNEIL	
					043-390-0000-4210	518.38
			090-620-6400-2		GAS-120 N MACNEIL	
					070-381-0000-4210	72.53
					072-360-0000-4210	72.53
					043-390-0000-4210	145.04
			143-287-8131-6		GAS-208 PARK	
					043-390-0000-4210	576.05
					Total :	2,070.85
235309	4/2/2024	888821 THE GOODYEAR TIRE & RUBBER CO	0000040101		TIRES FOR FLEET	
				13009	041-1215	834.80
					Total :	834.80
235310	4/2/2024	101528 THE HOME DEPOT CRC	022924		FINANCE CHARGES	
			122171		070-384-0000-4300	100.00
			1273349		001-311-0000-4300	99.30
			5521894		EQUIP. FOR PARKING LOTS MAINT	
					029-335-0000-4300	5,576.15
					PARKING LOT 6N MAINT SUPPLIES	
					029-335-0000-4300	76.01
			6354724		IX-UNIT REPAIRS	
					070-384-0000-4300	20.72
			6354725		GRAFFITI REMOVAL SUPPLIES	
					001-312-0000-4300	170.93
			8501992		SUPPLIES FOR MAINT. TRUCKS	
					001-311-0000-4300	132.36
					DEPT SUPPLIES	
					070-384-0000-4300	169.63
					Total :	6,345.10
235311	4/2/2024	894052 THE LANGUAGE PROS, INC.	1683		LANGUAGE ACCESS PROGRAM - ONSI	
			1689	12998	001-101-0000-4270	1,135.29
			1691	12998	LANGUAGE ACCESS PROGRAM - ONSI	
					001-101-0000-4270	235.82
					LANGUAGE ACCESS PROGRAM - ONSI	

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235311	4/2/2024	894052 THE LANGUAGE PROS, INC.	(Continued)	12998	001-101-0000-4270	825.00
					Total :	2,196.11
235312	4/2/2024	890817 THE WALKING MAN, INC.	F3591		LIHWAP FLYER DISTRIBUTION	
					070-382-0000-4270	475.00
					072-360-0000-4270	475.00
					Total :	950.00
235313	4/2/2024	888399 TORO ENTERPRISES INC.	17560R		PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0550-4600	177,057.92
				12885	010-311-0549-4600	44,612.72
				12885	010-311-0567-4600	292,493.51
					010-2037	-25,708.21
					Total :	488,455.94
235314	4/2/2024	103413 TRANS UNION LLC	02403665		CREDIT CHECK SERVICES	
					001-222-0000-4260	85.00
					Total :	85.00
235315	4/2/2024	890998 TRUJILLO, RODOLFO	MARCH 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00
235316	4/2/2024	887939 ULINE SHIPPING SUPPLIES	172542558		SHELVING, WORK PLATFORM STEPS	
			174510899	13084	001-222-0000-4300	1,511.88
				13084	SHELVING, WORK PLATFORM STEPS	
					001-222-0000-4300	893.54
					Total :	2,405.42
235317	4/2/2024	103445 UNDERGROUND SERVICE ALERT	220240694		(31) SNF01 NEW TICKET CHARGES	
			23-2424835		070-381-0000-4260	64.25
					CA STATE FEE-REGULATORY COSTS	
					070-381-0000-4260	40.64
					Total :	104.89
235318	4/2/2024	893167 UNITED MAINTENANCE SYSTEMS	15719		JANITORIAL SERVICES FOR CITY FACI	
				13028	043-390-0000-4260	19,000.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235318	4/2/2024	893167 893167 UNITED MAINTENANCE SYSTEMS	(Continued)			Total : 19,000.00
235319	4/2/2024	103449 USA BLUE BOOK	INV00278577		MISC WATER & LOCKSMITH SUPPLIES	
				13016	070-384-0000-4310	92.40
					Total :	92.40
235320	4/2/2024	894328 VALDEZ, FABIAN	TRAVEL		PER DIEM-LACPCA CONFERENCE	
					001-222-0000-4370	35.00
					Total :	35.00
235321	4/2/2024	103534 VALLEY LOCKSMITH	1210		LOCKSMITH SERV'S FOR ALL FACILITIE	
				13044	043-390-0000-4330	528.00
					Total :	528.00
235322	4/2/2024	103574 VERDIN, FRANCISCO JAVIER	JAN-MAR 2024		FOLKLORICO DANCE CLASS INSTRUC	
				12959	017-420-1362-4260	1,947.50
				12959	026-420-0887-4260	152.50
					Total :	2,100.00
235323	4/2/2024	889644 VERIZON BUSINESS	64849502		CITY HALL LONG DISTANCE	
			64849503		001-190-0000-4220	56.06
			64849504		CITY YARD LONG DISTANCE	
			64849505		070-384-0000-4220	16.82
			64849506		CITY HALL LONG DISTANCE	
			64849507		001-190-0000-4220	28.13
			64850045		POLICE LONG DISTANCE	
			64850056		001-222-0000-4220	62.07
			64849506		CITY YARD LONG DISTANCE	
			64849507		070-384-0000-4220	11.21
			64850045		PARKS LONG DISTANCE	
			64850056		001-420-0000-4220	17.09
			64850045		PW LONG DISTANCE	
			64850056		001-310-0000-4220	5.61
			64850056		CITY HALL LONG DISTANCE	
			64850056		001-190-0000-4220	61.67
			64850056		Total :	258.66
235324	4/2/2024	100101 VERIZON WIRELESS-LA	9957583305		VARIOUS CELL PHONE PLANS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235324	4/2/2024	100101 VERIZON WIRELESS-LA	(Continued)			
			9957606242		001-222-0000-4220 070-384-0000-4220 PW CELL PHONE PLAN	575.03 41.91
			9958750865		070-384-0000-4220 VARIOUS CELL PHONE PLANS	57.46
					072-360-0000-4220 001-101-0108-4220 001-105-0000-4220	102.64 -20.84 55.91
					Total :	812.11
235325	4/2/2024	888390 WEST COAST ARBORISTS, INC.	211542	13062	ANNUAL CITY TREE TRIMMING SERVIC 001-311-0000-4260	5,800.00
					Total :	5,800.00
235326	4/2/2024	891531 WILLDAN ENGINEERING	00338516A		ON-CALL GENERAL ENGINEERING	
			00338517	13055	072-1236 ON-CALL GENERAL ENGINEERING	7,108.50
			00338518	13055	070-381-0000-4270 ON-CALL GENERAL ENGINEERING	10,080.00
			00338663A	13055	072-1236 ON-CALL GENERAL ENGINEERING	1,287.00
			00338663ARR	13055	072-1236 ON-CALL GENERAL ENGINEERING	7,939.25
			00338664	13055	072-1236 ON-CALL GENERAL ENGINEERING	10,015.25
			00338665	13055	070-381-0000-4270 ON-CALL GENERAL ENGINEERING	4,160.00
			00338757A	13055	072-1236 ON-CALL GENERAL ENGINEERING	1,680.00
			00338758	13055	072-1236 ON-CALL GENERAL ENGINEERING	4,861.00
			00627020	13055	070-381-0000-4270 ON-CALL GENERAL ENGINEERING	10,560.00
					012-311-0565-4600	630.00
					Total :	58,321.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235327	4/2/2024	894164 YUNEX LLC	5610001389	13041	ON-CALL TRAFFIC SIGNAL REPAIRS & 001-370-0564-4300	4,796.08
					Total :	4,796.08
123	Vouchers for bank code : bank3				Bank total :	1,294,837.87
123	Vouchers in this report				Total vouchers :	1,294,837.87

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SPECIAL CHECK

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
235201	3/14/2024	103648 CITY OF SAN FERNANDO	PR 3/15/24		REIMB PAYROLL W/E 3/8/24		
					001-1003	617,935.81	
					007-1003	1,965.06	
					017-1003	954.67	
					027-1003	2,384.49	
					029-1003	1,781.91	
					041-1003	7,959.61	
					043-1003	14,359.05	
					070-1003	69,742.50	
					072-1003	17,847.73	
					094-1003	1,056.92	
					110-1003	11,389.87	
					Total :	747,377.62	
1 Vouchers for bank code : bank3						Bank total :	747,377.62
1 Vouchers in this report						Total vouchers :	747,377.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235202	3/14/2024	894150 MORA-ZAMORA, ERENDIRA	021724	13124	SENIOR CLUB DANCE ENTERTAINMEN 004-2380	1,200.00
Total :						1,200.00
1 Vouchers for bank code : bank3						Bank total : 1,200.00
1 Vouchers in this report						Total vouchers : 1,200.00

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**EXHIBIT "A"
RES. NO. 24-041**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235203	3/26/2024	890833 THOMSON REUTERS	847421090		DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
			847582326	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
			847747830	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
			847903739	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
			848221686	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
			848379009	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
			848546422	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
			848703227	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
			848859688	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
			849019576	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
			849332835	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
			849489392	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
			849643780	13129	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	271.62
Total :						3,385.56
1 Vouchers for bank code : bank3						Bank total : 3,385.56
1 Vouchers in this report						Total vouchers : 3,385.56

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EXHIBIT "A"
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
235204	3/28/2024	103648 CITY OF SAN FERNANDO	PR 3/29/24		REIMB PAYROLL W/E 3/22/24		
					001-1003	619,661.21	
					007-1003	1,964.97	
					017-1003	1,234.85	
					027-1003	2,444.73	
					029-1003	2,618.27	
					041-1003	8,226.85	
					043-1003	14,272.90	
					070-1003	74,080.02	
					072-1003	19,167.63	
					094-1003	1,055.65	
					110-1003	6,778.93	
					Total :	751,506.01	
1 Vouchers for bank code : bank3						Bank total :	751,506.01
1 Vouchers in this report						Total vouchers :	751,506.01

Voucher Registers are not final until approved by Council.

Page: 1

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and City Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: April 2, 2024

Subject: Consideration to Approve a Second Reading to Adopt Ordinance No. 1724 Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias

RECOMMENDATION:

It is recommended that the City Council approve a second reading to adopt Ordinance No. 1724 (Attachment "A") in title only, and waive further reading of, the ordinance titled, "An Ordinance of the City Council of the City of San Fernando Amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code Establishing Restrictions and Protections Governing unauthorized use of the City Seal and other City Logos and Insignias", as amended to correct Section 1-13, (a) Definitions of the proposed Ordinance changing the date format to "Aug. 31, 1911."

BACKGROUND:

1. On September 5, 1911, the City's Board of Trustees adopted Ordinance No. 2 (Attachment "B") adopting a seal for the City of San Fernando as described in Section I below:

Section I. That the common seal of the City of San Fernando shall consist of a circular disc one and seven-eighths inches in diameter, having a design cut thereon showing the thereon the San Fernando Mission with a rising sun, surround by the words "City of San Fernando, California. Incorporated Aug. 31, 1911."

2. On April 3, 1987, the City Council approved Standard Management Procedures (Attachment "C"), which established guidelines pertaining to the use of the City seal regarding City-related materials, sponsored or co-sponsored events, as well as on T-shirts, hats, and similar items.
3. On May 5, 2003, the City Council adopted Resolution No. 6904 (Attachment "D") amending the City's standard management procedure regarding guidelines for use of the City Seal.

Consideration to Approve a Second Reading to Adopt Ordinance No. 1724 Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias

Page 2 of 4

4. On February 5, 2024, the City Council directed staff to present an ordinance establishing regulations governing the use of the City's official seal, City logo, or other insignia ("City Seal").
5. On March 18, 2024, the City Council approved for first reading Ordinance No. 1724 amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code Establishing Restrictions and Protections Governing the unauthorized use of the City Seal and other City Logos and Insignias", as amended to correct Section 1-13, (a) Definitions of the proposed Ordinance changing the date format to "Aug. 31, 1911."

ANALYSIS:

A municipal city seal serves multiple functions, acting as an emblem of official authentication for documents and agreements issued by the city government, while also encapsulating the historical and cultural essence of the city through its symbolic elements. It plays a pivotal role in legally validating documents such as contracts and ordinances.

San Fernando's City seal, City logo, and City insignia ("City Seal") are personal property of the City of San Fernando ("City") and the City can control their use as well as prevent other parties from unauthorized use. California Government Code §34501.5 and Election Code §18304 (Attachment "E") provides some limits upon the misuse of the City's official seal; however there are no other statutory prohibitions on the use of the City's official seal or City logo codified in the Municipal Code. Therefore, the attached ordinance is written to establish authorized uses and identify prohibitions of the use of the City Seal and authorizes City staff to ensure the City Seal is being used only for purposes directly related to the official business of the City, or as expressly authorized.

At the March 18, 2024 City Council meeting, the City Council asked staff to:

1. Clarify whether other City Departments (i.e. Police Department) logo or insignia is included in the proposed ordinance.
2. Verify the correct formatting for the date of incorporation.
3. Provide notice before issuing fine.

Use of other City Departments logo.

The City Attorney's Office confirmed inclusion of such as identified under Section 1-13 (b) (2) of the proposed ordinance *"The City Seal, City Logo and any City Insignia shall be used for the purposes directly connected with the official business of the City of San Fernando..."*

Consideration to Approve a Second Reading to Adopt Ordinance No. 1724 Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias

Page 3 of 4

The proposed ordinance authorizes the following uses of the City Seal, City Logo, and any City Insignia:

- In connection with the official business of the City, to authenticate all official business documents, as may be required by law, by this Municipal Code, or by City ordinance or resolution, to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes.
- In connection with the official business of the City Council, Boards, Commissions and Committees, officers or departments or for such other purposes as the City Council may specify by policy adopted by resolution.
- In the manner specified by City Council policy adopted by resolution, City officers, employees, members of the City Council and members of City boards, commissions and committees may use stationery, printed materials and other articles with the City Seal, City Logo or City Insignia while acting within the scope of their office or employment.
- The City Council retains the right to create variations of the City Seal and City Logo, and to adopt and establish other official City Seals and City Logos. Such variations may include, but are not limited to, centennial or other seals or logos which mark anniversaries, events, and/or any other City occasion the City Council wishes to commemorate. The City Seal and City Logo may only be altered pursuant to ordinance or resolution of the City Council.
- The City Manager or designee is authorized to determine the appropriate use of City Insignia. The City Manager shall not approve any use of the City Insignia in such a manner as to suggest City endorsement of events, political issues, products, and other uses that are prohibited by law, or in a discriminatory manner or manner inconsistent with this chapter.

Prohibited uses of City Seal, City Logo and City Insignia include:

- It is unlawful for any person or entity to make use of the City Seal, City Logo, and/or City Insignia or any portion, facsimile, mock-up, or reproduction thereof, or make or use of any design, symbol, emblem, insignia or similar device that is an imitation of said City Seal, City Logo, or City Insignia, or that may be mistaken therefor, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes or for any purpose other than the official business of the City without the express written consent of the City Council or as otherwise authorized by any policies and procedures adopted by City Council resolution.
- No person, firm, association, or corporation shall use the City Seal, City Logo, and/or City Insignia, or any facsimile thereof for purposes of supporting or opposing the nomination or election to any City or other public office of him or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City Seal, City Logo, and/or City Insignia on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election.

Consideration to Approve a Second Reading to Adopt Ordinance No. 1724 Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias

Page 4 of 4

- Unauthorized use of the City Seal, City Logo, and/or City Insignia for commercial, malicious, deceptive, fraudulent, or other unauthorized purposes without the express written authorization of the City of San Fernando.

Correct format for the date of incorporation.

In Section 1-13 of the proposed ordinance the date of Incorporation was edited to reflect the correct format from “August 31, 1911” to “Aug. 31, 1911”, as detailed in the adopted City Seal Ordinance No. 2. No other changes were made to the proposed ordinance.

Issue notice before fines.

The proposed ordinance also grants authority to the City Manager to enforce the San Fernando Municipal Code concerning unauthorized City seal usage and establishes civil fines of up to \$1,000 and misdemeanor charges for malicious or commercial misuse. Before issuing fines, City staff will use prudent discretion to provide potential violators with reasonable advance notice for each violation and notify them with a written notice of a cease and desist order, including an appropriate cure date, which aligns with the City’s standard enforcement practices.

BUDGET IMPACT:

City Municipal Code updates are included in the City Clerk’s regular work plan and therefore, included in the Fiscal Year 2023-2024 Adopted Budget.

CONCLUSION:

Staff is recommending that the City Council adopt Ordinance No. 1724 (Attachment “A”) in title only, and waive further reading, titled “An Ordinance of the City Council of the City of San Fernando amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) establishing restrictions and protections governing unauthorized use of the City Seal and other City Logos and Insignias”, as amended to correct the date in Section 1-13 to “Aug. 31, 1911”.

ATTACHMENTS:

- A. Ordinance No. 1724
- B. Ordinance No. 2
- C. Standard Management Procedure
- D. Resolution No. 6904
- E. Government Code §34501.5 and Elections Code §18304

ORDINANCE NO. 1724

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING ARTICLE 1 (GENERAL PROVISIONS) OF CHAPTER 1 (GENERAL PROVISIONS AND PENALTIES) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH RESTRICTIONS AND PROTECTIONS AGAINST THE UNAUTHORIZED USE OF THE CITY SEAL AND OTHER CITY LOGOS AND INSIGNIAS

WHEREAS, the City of San Fernando has a City Seal and certain other logos and insignia that are not protected from unauthorized use by ordinance or copyright law; and

WHEREAS, California Government Code § 34501.5 and Elections Code § 18304 solely protect city seals by prohibiting the use of a city seal in campaign literature or mass mailing with the intent to deceive voters; and

WHEREAS, the unauthorized use, reproduction or facsimile of a city seal for any purpose may create a misleading, erroneous or false impression that the document, item, statement, event, and/or organization is authorized, supported, and/or sponsored by the City or a public official; and

WHEREAS, the City desires to protect its official seal from all unauthorized uses to prevent fraud, deception, misrepresentation, and/or abuse; and

WHEREAS, the City Council seeks to ensure that the City Seal, the City logo, and other City insignia are used only for purposes directly related to the official business of the City of San Fernando, or as expressly authorized.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Section 1-14 (Custodian of city seal) set forth under Article I (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code is hereby repealed in its entirety. Section 1-14 shall hereafter appear as follows:

Sec. 1-14. Reserved

SECTION 3. Section 1-13 (Description of the city seal) of Article I (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code is repealed in its entirety and replaced and superseded by the following net title and text:

Sec. 1-13. *Custody and Use of the City Seal and City Logos and Insignias*

(a) Definitions.

“City Seal” means the official seal of the City of San Fernando as adopted by Ordinance No. 2. The common seal of the City of San Fernando described as consisting of a circular disc, 1 7/8 inches in diameter, having a design cut thereon showing the San Fernando Mission with a rising sun, surrounded by the words “City of San Fernando, California, Incorporated Aug. 31, 1911.” The City Seal is depicted in color and in monochrome as follows:



“City Logo” means an illustrative logo depicting the City Seal in monochrome with the words “The City of San Fernando” overlay on top and with the letters “D” and “O” in the word “Fernando” interlocking.



“City Insignia” means in addition to the City Seal and City Logo as designated by the City Council, any other logos, website banners, letterhead, business cards, or emblems depicting or including the City of San Fernando, as approved by the City Manager.

(b) Use of City Seal, City Logo and City Insignia.

- (1) *The City Clerk or designee, acting as the custodian of the City Seal, City Logo and any City Insignia, is authorized to use or affix the City Seal, City Logo and any City Insignia to all certificates and documents as may be required by law, by this Municipal Code, or by City ordinance or resolution, to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes.*
- (2) *The City Seal, City Logo and any City Insignia shall only be used for purposes directly connected with the official business of the City of San Fernando, its City Council, boards and commissions, committees, officers or departments or for such other purposes as the City Council may specify by policy adopted by resolution.*

- (3) *In the manner specified by City Council policy adopted by resolution, City officers, employees, members of the City Council and members of City boards, commissions and committees may use stationery, printed materials and other articles with the City Seal, City Logo or City Insignia while acting within the scope of their office or employment.*
- (4) *The City Council retains the right to create variations of the City Seal and City Logo, and to adopt and establish other official City Seals and City Logos. Such variations may include, but are not limited to, centennial or other seals or logos which mark anniversaries, events, and/or any other City occasion the City Council wishes to commemorate. The City Seal and City Logo may only be altered pursuant to ordinance or resolution of the City Council.*
- (5) *The City Manager or designee is authorized to determine the appropriate use of City Insignia. The City Manager shall not approve any use of the City Insignia in such a manner as to suggest City endorsement of events, political issues, products, and other uses that are prohibited by law, or in a discriminatory manner or manner inconsistent with this chapter.*

(c) *Prohibited Uses of City Seal, City Logo and City Insignia.*

- (1) *It is unlawful for any person or entity to make use of the City Seal, City Logo, and/or City Insignia or any portion, facsimile, mock-up, or reproduction thereof, or make or use of any design, symbol, emblem, insignia or similar device that is an imitation of said City Seal, City Logo, or City Insignia, or that may be mistaken therefor, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes or for any purpose other than the official business of the City without the express written consent of the City Council or as otherwise authorized by any policies and procedures adopted by City Council resolution.*
- (2) *No person, firm, association, or corporation shall use the City Seal, City Logo, and/or City Insignia, or any facsimile thereof for purposes of supporting or opposing the nomination or election to any City or other public office of him or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City Seal, City Logo, and/or City Insignia on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election. This section shall not be applicable to writings issued by the City of San Fernando or the City Council as a whole pursuant to law.*
- (3) *Unauthorized use of the City Seal, City Logo, and/or City Insignia for commercial, malicious, deceptive, fraudulent, or other unauthorized purposes without the express written authorization of the City of San Fernando is declared to be a public nuisance and the City can abate or enjoin such use pursuant to this Municipal Code.*

(d) Penalties.

Violation of this section shall be an infraction or misdemeanor and punishable by a fine not exceeding \$1,000.00, or imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Nothing herein prevents the City from using any other available civil and/or criminal remedies allowed by law to protect the City Seal, City Logo, and City Insignia from improper or illegal use.

SECTION 4. CEQA. The City Council has determined that the proposed Ordinance is not a “project” as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 7. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. Authority and Publication. The City Clerk shall cause this ordinance or a summary hereof to be published in a newspaper of general circulation, published in the County of Los Angeles and circulated in the City, and if applicable, to be posted, in accordance with Section 36933 of the California Government Code; shall certify to the adoption of this ordinance and shall cause a certified copy of this ordinance, together with proof of publication, to be filed in the Office of the City Clerk.

SECTION 9. 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 at a regular meeting held on the 2nd day of April, 2024.

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

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1724 which was introduced on March 18, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the 2nd day of April, 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of April, 2024.

Julia Fritz, City Clerk

ORDINANCE NO. 2.

AN ORDINANCE ADOPTING A COMMON SEAL FOR THE CITY OF SAN FERNANDO.

The Board of Trustees of the City of San Fernando do ordain as follows:

Section 1. That the common seal of the City of San Fernando shall consist of a circular disc one and seven-eighths inches in diameter, having a design cut thereon showing thereon the San Fernando Mission with a rising sun, surrounded by the words "City of San Fernando, California. Incorporated August 31, 1911."

Section 2. That the City Clerk of the City of San Fernando shall be custodian of the corporate seal.

Section 3. This ordinance shall be certified and published once in the San Fernando Valley Press and shall then be in force.

Adopted Sept. 5, 1911.

J. C. Maclay
 President of the Board of Trustees
 of the City of San Fernando.

I hereby certify that the foregoing ordinance was introduced at a meeting of the Board of Trustees of the City of San Fernando held on the 5th day of September, A. D. 1911, and that it was duly passed and adopted by said Board of Trustees at a regular meeting held on the 5th day of September, A. D. 1911, by the following votes:

Ayes: Five.
 Noes: None.
 Absent: None.

And I further certify that the President of the said Board of Trustees signed said ordinance on the 6th day of September, 1911.

H. Caldwell
 City Clerk of the City of
 San Fernando.

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 2 of the City of San Fernando, entitled "An Ordinance adopting a common seal for the city of San Fernando," and I further certify that the above ordinance has been published once on the 8th day of September, 1911, in the San Fernando Valley Press, a weekly newspaper published in San Fernando, California.

H. Caldwell
 City Clerk of the City of San
 Fernando.

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT
ORIGINAL ISSUE AUGUST 3, 1987	EFFECTIVE AUGUST 3, 1987	USE OF CITY SEAL
CURRENT ISSUE	EFFECTIVE	CATEGORY
SUPERSEDES		ADMINISTRATION

STANDARD MANAGEMENT PROCEDURE

I. PURPOSE

It shall be City policy that the City seal, as described in Municipal Code Section 1.9, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use which could imply City participation, support or sponsorship in commercial, political or non-City events.

II. GENERAL

The City has designated an official seal which serves to identify City involvement in some manner. Typically the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

- 1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- 2. The City seal may be used on T-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
- 3. In cases where it is unclear on appropriate use of the seal, three members of the City Council must approve the use as a scheduled item on a City Council agenda.
- 4. The City seal may not be used for political or commercial purposes; or by organizations other than the City without prior approval of a majority of the City Council.

III. AUTHORITY

City Council approval granted August 3, 1987.

RESOLUTION NO. 6904

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

- 1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- 2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
- 3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
- 4. The City seal may not be used for political or commercial purposes.
- 5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
Michael Estrada, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SAN FERNANDO)

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk



GOVERNMENT CODE - GOV

TITLE 4. GOVERNMENT OF CITIES [34000 - 45345] (Title 4 added by Stats. 1949, Ch. 79.)
DIVISION 2. ORGANIZATION AND BOUNDARIES [34400 - 34906] (Division 2 added by Stats. 1949, Ch. 79.)

PART 1. ORGANIZATION [34400 - 34906] (Part 1 added by Stats. 1949, Ch. 79.)

CHAPTER 3. Corporate Name [34500 - 34504] (Heading of Chapter 3 renumbered from Chapter 4 by Stats. 1977, Ch. 1253.)

- 34501.5.**
- (a) Any person who uses or allows to be used any reproduction or facsimile of the seal of the city in any campaign literature or mass mailing, as defined in Section 82041.5, with intent to deceive the voters, is guilty of a misdemeanor.
 - (b) For purposes of this section, the use of a reproduction or facsimile of a seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by a public official is evidence of intent to deceive.

(Added by Stats. 2001, Ch. 387, Sec. 3. Effective January 1, 2002.)



ELECTIONS CODE - ELEC

DIVISION 18. PENAL PROVISIONS [18000 - 18700] (*Division 18 enacted by Stats. 1994, Ch. 920, Sec. 2.*)

CHAPTER 4. Election Campaigns [18301 - 18390] (*Chapter 4 enacted by Stats. 1994, Ch. 920, Sec. 2.*)

ARTICLE 1. Campaign Literature [18301 - 18304] (*Article 1 enacted by Stats. 1994, Ch. 920, Sec. 2.*)

18304. (a) Any person who uses or allows to be used any reproduction or facsimile of the seal of the county or the seal of a local government agency in any campaign literature or mass mailing, as defined in Section 82041.5 of the Government Code, with intent to deceive the voters, is guilty of a misdemeanor.

(b) For purposes of this section, the use of a reproduction or facsimile of a seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by a public official is evidence of intent to deceive.

(c) For purposes of this section, the term "local government agency" means a school district, special or other district, or any other board, commission, or agency of local jurisdiction.

(Added by Stats. 2003, Ch. 380, Sec. 1. Effective January 1, 2004.)

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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

Date: April 2, 2024

Subject: Consideration to Approve a List of On-Call Professional Planning Consulting Firms and a List of On-Call Environmental Firms to Provide As-Needed Planning and Environmental Review Services for the Community Development Department

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the on-call professional planning services list of 7 consulting firms (Attachment “A”);
- b. Approve the on-call professional environmental services list of 7 consulting firms (Attachment “B”); and
- c. Authorize the City Manager to execute an agreement with each of the on-call professional planning firms up to the authorized budgeted amount (Attachment “C”).

BACKGROUND:

1. On December 7, 2023, a Request for Proposals for Qualifications (RFQ) was published for professional planning services and for professional environmental review services to ensure compliance with the California Environmental Quality Act (CEQA).
2. On January 11, 2024, the City received 14 proposals from interested firms.
3. During January and February 2024, staff reviewed submitted proposals and contacted references to establish the on call list professional planning firms and the on-call list of professional environmental review firms.

Consideration to Approve a List of On-Call Professional Planning Consulting Firms and a List of On-Call Environmental Firms to Provide As-Needed Planning and Environmental Review Services for the Community Development Department

Page 2 of 5

ANALYSIS:

Many cities across Southern California lack in-house resources for all necessary technical expertise or require assistance with tasks such as processing applications, conducting plan reviews, or managing city projects. To address this need efficiently, a prevalent and effective approach is to establish an official "on-call" list of firms offering city services tailored to a specific department, division, or field of expertise. This process begins with a formal Request for Qualifications (RFQ), enabling cities to assess and procure professional services while adhering to municipal code procurement requirements. Once the list is compiled, the respective city department or division can solicit proposals from the listed firms when services are required. This streamlined selection process facilitates prompt project initiation or service provision.

The Community Development Department requires the services of consulting firms on an on-call, as needed basis to assist in specialized areas of the planning field, such as in architecture and design; mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related to enacted state legislation. Consulting firms are also able to provide temporary staff augmentation services to assist with addressing a backlog of planning application review and meet statutory deadlines. This type of staff augmentation is beneficial as it allows the City to quickly scale services up and down based on the level of development activity in the City, which can vary widely.

In addition to professional planning services, the City also engages the services of professional environmental firms that are qualified to provide technical analysis, studies, reviews as well as the drafting of CEQA documents to ensure development applications are in compliance with the California Environmental Quality Act (CEQA). CEQA is complex, nuanced and labor intensive. Consequently, it is more efficient to secure the services of a professional consultant to ensure the proper technical analysis is conducted and appropriate document is drafted related to development projects.

Providing a vetted list of pre-screened on-call firms, deemed qualified to act on the City's behalf, to conduct environmental analysis, reviews and draft appropriate CEQA documents will streamline the City's planning review process. Upon selection of a firm from the list by an applicant, a three-party professional service agreement will be executed. This agreement will outline the respective responsibilities of the applicant, City and the selected firm. Specifically, the applicant will directly cover for the costs of services, the City complies with CEQA, and the chosen firm will act on behalf of the City. Attached is a template of the aforementioned agreement, which all listed firms have reviewed and agreed upon for service provision (Attachment "D").

Consideration to Approve a List of On-Call Professional Planning Consulting Firms and a List of On-Call Environmental Firms to Provide As-Needed Planning and Environmental Review Services for the Community Development Department

Page 3 of 5

Firm Selection Process.

In compliance with Chapter 2, Article VI, Section 2-840 of the San Fernando Municipal Code (SFMC), a request for qualifications (RFQ) for professional services was conducted. An RFQ is a procurement process used when an organization is seeking to pre-qualify vendors or service providers based on their expertise, capabilities, and experience relevant to a particular project or contract. Unlike a request for proposals (RFP), an RFQ typically focuses on assessing the qualifications and capabilities of potential bidders rather than soliciting detailed proposals. RFQs are used to streamline the procurement process by identifying a pool of qualified candidates who meet specific criteria. On December 7, 2023, a RFQ for On-Call Professional Planning and CEQA Environmental Review Services was published on the City's website.

Fourteen (14) firms responded with proposals by the due date. Staff reviewed and evaluated each of the firms RFQ using the following criteria:

- Responsiveness to and clarity of the Request for Qualifications.
- Qualifications and knowledge of the firm and key personnel's experience most closely related to the scope of work.
- Relevant experience within the past five years.
- Response of References.
- Cost effectiveness.

Based on the evaluation of each RFQ, staff is recommending an approved list of on-call professional planning firms to provide planning services to the City's Planning Division including seven (7) professional planning firms under the specified planning task categories as follows:

- **On-site staff augmentation** includes temporarily filling a vacancy or providing temporary support to the Planning Division at City Hall. Example of duties may include, but are not limited to, providing counter services, providing zoning and land use information to customers, processing applications, reviewing and evaluating architecture plans, writing staff reports, etc.
- **Off-site staff augmentation** includes providing temporary support to the Planning Division remotely (not at City Hall). Examples of duties may include, but are not limited to, providing zoning and use information to customers via phone, email, or virtual meeting; processing applications; reviewing and evaluating architecture plans, writing staff reports, and other assigned tasks remotely.
- **Project Management** means to be selected to act as a contract planner to process a specific development project. This is distinguished from the duty listed above as "processing applications" because the project assigned under Project Management tends to be complex or required a unique level of expertise.

Consideration to Approve a List of On-Call Professional Planning Consulting Firms and a List of On-Call Environmental Firms to Provide As-Needed Planning and Environmental Review Services for the Community Development Department

Page 4 of 5

- **Specialized Planning Projects** includes, but are not limited to, City projects requiring expertise in architecture and design; GIS and mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related to enacted state legislation.

On-Site Staff Augmentation/Project Management	
CSG Consultants	Rincon Consultants Inc.
Interwest Consulting Group	
Off-Site Staff Augmentation/Project Management	
City Advisors, LLC.	Precision Civil Engineering Inc.
CSG Consultants	Rincon Consultants Inc.
Interwest Consulting Group	
Specialized Planning Projects	
City Advisors, LLC	Placeworks
CSG Consultants	Precision Civil Engineering Inc.
Dudek	Rincon Consultants Inc.
Interwest Consulting Group	

Staff is also recommending an approved list for CEQA Compliance Services that includes the following seven (7) firms:

CEQA Compliance Services			
Chambers Group	EPD	Impact Sciences	Ultra Systems
Denovo	Kimley-Horn	Stantec	

Each firm has indicated that it can obtain necessary insurance coverage and a City business license prior to initiating any work. The proposed term for the on-call planning services agreement is for three (3) years, with a City option to extend for two (2) additional one (1) year terms (Attachment "C").

City Council approval of this item will authorize staff to utilize the prequalified firms to obtain specific project proposals from one or more of the selected consultants to initiate specific planning services that align with City Council priorities, needs and within the department's allocated budget. The process in which a firm is selected will begin with the Community Development Department issuing a "Task Order" to all firms in the needed category of service. The Task Order will include a description of service and any other pertinent details such as terms, timeline, budget, location, etc. All interested firms will respond with details as to the approach, tasks, timeline, budget and specific staff. All proposal will be reviewed and a firm will be selected with a Notice to Proceed.

Consideration to Approve a List of On-Call Professional Planning Consulting Firms and a List of On-Call Environmental Firms to Provide As-Needed Planning and Environmental Review Services for the Community Development Department

Page 5 of 5

BUDGET IMPACT:

Costs for on-call professional planning services will be based on the hourly rate schedule provided by each consultant. Any scope of work under these on-call agreements will be negotiated with staff depending on project or types of services provided, timeline, budget, among other considerations. These on-call agreements do not commit the City to expending a specified amount for professional planning services. Services will be performed based on an as needed basis and up to the authorized budgeted amount for the given fiscal year.

The professional service agreements for CEQA compliance services will not have a budget impact to the City.

CONCLUSION:

Staff recommends that the City Council approve the on-call professional planning services list of firms; approve a professional service agreements for on-call professional planning services up to the authorized budgeted amount; approve the on-call professional environmental review services list of firms; and authorize the City Manager to execute the agreement with each of the on-call planning firms.

ATTACHMENTS:

- A. Official List of On-Call As-Needed Professional Consulting Firms Providing Planning Services
- B. Official List of On-Call As-Needed Professional Consulting Firms Providing California Environmental Quality Act (CEQA) Compliance Services
- C. Professional Service Agreement for On-Call Professional Planning Services Template
- D. Professional Service Agreement for the Preparation of Environmental Review Documents Template



OFFICIAL LIST OF ON-CALL AS-NEEDED PROFESSIONAL CONSULTING FIRMS PROVIDING PLANNING SERVICES*

ON-SITE STAFF AUGMENTATION/PROJECT MANAGEMENT	
<p>CSG CONSULTANTS Contact: Ethan Edwards 3707 W. Garden Grove Blvd., Suite 100 Orange, CA 92868 (714) 699-4297 ethane@csgengr.com</p>	<p>RINCON CONSULTANTS INC. Contact: Lilly Rudolph 250 East 1st Street, Suite 1400 Los Angeles, CA 90012 (805) 947-4828 lrudolph@rinconconsultants.com</p>
<p>INTERWEST CONSULTING GROUP Contact: Elizabeth Alsky 1500 S. Haven Ave., Suite 220 Ontario, CA 91761 (949) 731-4000 ealsky@interwestgrp.com</p>	
OFF-SITE STAFF AUGMENTATION/PROJECT MANAGEMENT	
<p>CITY ADVISORS, LLC Contact: Stephanie Tomaino 15 Rastro Street Rancho Mission Viejo, CA (949) 485-1960 Stephanie@city-advisors.com</p>	<p>PRECISION CIVIL ENGINEERING INC. Contact: Bonique Emerson 1234 O Street Fresno, CA 93721 (559) 449-4500 bemerson@precisioneng.net</p>
<p>CSG CONSULTANTS Contact: Ethan Edwards 3707 W. Garden Grove Blvd., Suite 100 Orange, CA 92868 (714) 699-4297 ethane@csgengr.com</p>	<p>RINCON CONSULTANTS INC. Contact: Lilly Rudolph 250 East 1st Street, Suite 1400 Los Angeles, CA 90012 (805) 947-4828 lrudolph@rinconconsultants.com</p>
<p>INTERWEST CONSULTING GROUP Contact: Elizabeth Alsky</p>	

THE CITY OF SAN FERNANDO

<p>1500 S. Haven Ave., Suite 220 Ontario, CA 91761 (949) 731-4000 ealsky@interwestgrp.com</p>	
SPECIALIZED PLANNING PROJECTS	
<p>CITY ADVISORS, LLC Contact: Stephanie Tomaino 15 Rastro Street Rancho Mission Viejo, CA (949) 485-1960 Stephanie@city-advisors.com</p>	<p>PLACEWORKS Contact: Jonathan Nettler 700 S. Flower Street Suite 600 Los Angeles, CA 90017 (213) 623-1443 ext. 2139 jnettlr@placeworks.com</p>
<p>CSG CONSULTANTS Contact: Ethan Edwards 3707 W. Garden Grove Blvd., Suite 100 Orange, CA 92868 (714) 699-4297 ethane@csgengr.com</p>	<p>PRECISION CIVIL ENGINEERING INC. Contact: Bonique Emerson 1234 O Street Fresno, CA 93721 (559) 449-4500 bemerson@precisioneng.net</p>
<p>DUDEK Contact: Catherine Tang Saez 38 North Marengo Avenue Pasadena, CA 91101 (626) 204-9846 ctangsaez@dudek.com</p>	<p>RINCON CONSULTANTS INC. Contact: Lilly Rudolph 250 East 1st Street, Suite 1400 Los Angeles, CA 90012 (805) 947-4828 lrudolph@rinconconsultants.com</p>
<p>INTERWEST CONSULTING GROUP Contact: Elizabeth Alsky 1500 S. Haven Ave., Suite 220 Ontario, CA 91761 (949) 731-4000 ealsky@interwestgrp.com</p>	

*List established by 2023 RFP. Valid from April 2, 2024 to April 1, 2027



OFFICIAL LIST OF ON-CALL AS-NEEDED PROFESSIONAL CONSULTING FIRMS PROVIDING CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE SERVICES*

<p>CHAMBERS GROUP Contact: Priya Sivasdas 201 North Brand Suite 200 Glendale, CA 91203 (949) 261-5414 x. 7267 psivasdas@chambersgroupinc.com</p>	<p>KIMLEY-HORN Contact: Jessie Barkley 660 South Figueroa Street Suite 2050 Los Angeles, CA 90017 (213) 793-5445 Jessie.Barkley@kimley-horn.com</p>
<p>DENOVO Contact: Starla Barker 180 East Main Street, Suite 108, Tustin, CA 92780 (949) 396-8193 sbarker@denovoplanning.com</p>	<p>STANTEC Contact: Trevor Macenski 1340 Treat Boulevard, Suite 525 Walnut Creek, CA 94597 Phone: (916) 508-4170 Trevor.Macenski@stantec.com</p>
<p>EPD Contact: Konnie Dobrevá 333 Michelson Drive, Suite 500 Irvine, CA 92612 (949) 246-8606 konnie@epdsolutions.com</p>	<p>ULTRA SYSTEMS Contact: Betsy Lindsay 16431 Scientific Way Irvine, CA 92618 (949) 788-4900 ext. 227 blindsay@ultrasystems.com</p>
<p>IMPACT SCIENCES Contact: John Anderson 811 W. 7th Street, Suite 200 Los Angeles, CA (213) 935-1901 janderson@impactsociences.com</p>	

*List established by 2023 RFP. Valid from April 2, 2024 to April 1, 2027



20XX

PROFESSIONAL SERVICES AGREEMENT

(Engagement: **INSERT ENGAGEMENT FOR ON-CALL SERVICES**)
(Parties: **INSERT CONSULTANT NAME** and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 20XX (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME** (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 **INSERT THE KIND OF ON-CALL SERVICES REQUIRED**; and

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

[INSERT ADDITIONAL RECITALS AS WARRANTED]

WHEREAS, **[insert approval authority for this Agreement by the City Manager pursuant to a specific provision of the San Fernando Municipal Code, OR that the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____, 20XX, under Agenda Item No. _____].**

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 **INSERT COMPLETION DATE** (hereinafter, the "Term"). **OR: This Agreement shall have a term of [NUMBER] (DIGIT) years, (hereinafter, the "Term"), commencing from the Effective Date.** 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. **OPTIONAL TERM EXTENSION LANGUAGE: The Term may be extended for XX one-year periods at the option of the CITY, provided that CITY provides**

CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

- 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 "**INSERT TITLE OF CITY REQUEST FOR PROPOSAL**" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "**INSERT TITLE OF CONSULTANT PROPOSAL**" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency 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 Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

[ALTERNATIVELY]

IF NO RFP ISSUED: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "**INSERT TITLE OF PROPOSAL**" dated **INSERT DATE OF PROPOSAL** (hereinafter, the "CONSULTANT Proposal") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services."

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall

anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
2. The location of where the particular services or tasks are to be performed, if applicable;
3. A not-to-exceed budget for performing the services or tasks;
4. A timeline for completing the requested services or tasks;
5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;

C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services 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;

D. 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;

E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

F. 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 Services in accordance with the "**INSERT TITLE OF COMPENSATION DOCUMENT**" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)**

(hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. [NOTE: Not-to-Exceed Sum maybe defined as Annual, Fiscal Year or Aggregate, depending on the Term(s) involved.] In the event CONSULTANT's charges are projected to exceed the Aggregate 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 Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: 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 any 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 person(s) responsible for performing the Services, 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 Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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 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 **INSERT CITY**

REPRESENTATIVE (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's 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 the City Representative's designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE** 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 the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services 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 his or her designees.

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

- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
- 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 Services 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 §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and

regulations in connection with CONSULTANT's performance of the 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 Services 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.

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, notwithstanding Section 5.2(B), will be completed within seven (7) calendars 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 Services under the standard of care as articulated under section 2.4(A).

- 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 **[IF RELEVANT]** 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: **INSERT NAME(S) AND TITLE(S)**.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an 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 Services 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 Services 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 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. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 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 Services 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 Services.

- 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 Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. 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.
- 2.12 **[IF RELEVANT]** SUSPENSION AND DEBARMENT: *CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.*

[NOTE TO STAFF: For any contracts paid for with federal funds or any other special funds please consult with the City's contract compliance officer and/or the City attorney to identify any additional specialized compliance provisions required by the funding source.]

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, 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 will 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: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, 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 Services 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.
 - E. [IF RELEVANT] Cyber Security: *Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or*

infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

- 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 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 a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or 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.** Before performing any Services, CONSULTANT shall provide CITY

with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

- 3.7 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section **INSERT SECTION** (Insurance Coverages) of the **CITY RFP [IF APPLICABLE]**.
- 3.8 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.9 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. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 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 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.

[ALTERNATIVELY]
[ONLY USE IF FOR DESIGN PROFESSIONALS: DELETE HIGHLIGHTED SECTIONS BELOW IF NOT FOR DESIGN PROFESSIONALS] WORK OF

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

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

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

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 authorized volunteers.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in 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 authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's 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.

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.

The duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be 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 Services. 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 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 following Events of Defaults 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 Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or 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; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY 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
- 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 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 Services 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., §§3789 *et seq.* and the California False Claims Act, Government Code §§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:
[INSERT CONSULTANT NAME]
[INSERT ADDRESS]
Attn: CONTACT PERSON
Phone: INSERT PHONE

CITY:
City of San Fernando
[CITY DEPARTMENT]
[CITY ADDRESS]
Phone: [CITY PHONE NUMBER]
Attn: [DEPARTMENT DIRECTOR]

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 of the Services contemplated under 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 independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY 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.
 - B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
 - C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including

reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, 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.
- 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 deadline for any Services assigned to CONSULTANT may 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. 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)

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:

CONSULTANT NAME:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

Project # _____



AGREEMENT FOR THE PREPARATION OF ENVIRONMENTAL REVIEW DOCUMENTS
(Project Location: _____)

THIS AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____ 20____ by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("City"); _____ ("Applicant"); and _____ ("Consultant"). For purposes of this AGREEMENT, the capitalized term "Parties" shall be a collective reference to City, Applicant and CEQA Consultant and the capitalized term "Party" may refer to anyone one of the Parties as appropriate.

RECITALS

WHEREAS, the Applicant has applied for approval of a [type of application] for the [general description of project] generally located at [location of project address or APN] in the City of San Fernando (the "Project"); and

WHEREAS, the City is the Lead Agency with the land use and planning jurisdiction for the above-referenced Project as it pertains to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. ("CEQA") and State CEQA Guidelines ("Guidelines"); and

WHEREAS, City has determined that the Project is subject to CEQA review and requires the preparation of [type of environmental document(s)]; and

WHEREAS, City finds that Consultant possess the requisite expertise and experience to perform the services contemplated under this Agreement.

WHEREAS, the Applicant, the Consultant and the City understand and agree that Consultant has the primary responsibility to ensure that its environmental review and analysis of the Project and the preparation of all environmental analysis documents are for the benefit of the public generally and not for the benefit of the Applicant or Consultant; and

WHEREAS, the Applicant, the Consultant and City wish to define their relationships and areas of responsibility in the preparation and management of the environmental analysis effort and the preparation of environmental documents.

NOW, THEREFORE, in view of the foregoing, and in consideration of the mutual covenants and agreements contained herein, the City, Applicant, and CEQA Consultant do hereby agree as follows:

SECTION 1. SCOPE OF ENGAGEMENT. The City has determined that the Project is subject to CEQA review and requires the preparation of [type of environmental document(s)] (the "Environmental Review Documents") as part of the consideration of Project by the City, including consideration by any quasi-adjudicatory body of the City whose approval is required for the Project. In addition to the preparation of the Environmental Review Documents Consultant's duties also include participation in scoping meetings; drafting documents; composing edits to drafts; drafting responses to comments; review and prepare technical reports; and undertaking Native American AB 52 and SB 18 consultations.

SECTION 2. SUBMISSION OF DOCUMENTS AND DISCLOSURE OF INFORMATION.

- a. Applicant and Consultant shall submit all Environmental Review Documents in accordance with the terms

and conditions AGREEMENT and applicable CEQA statutes and CEQA Guidelines.

- b. This AGREEMENT requires the disclosure of certain information by the Applicant and Consultant to the City. City shall have the right to: i) review draft documents and relevant correspondence; ii) require that it be copied on correspondence subject to the disclosure requirements; and/or iii) require a written or emailed report of disclosures.

SECTION 3. CERTIFICATIONS. By executing this AGREEMENT:

- a. The Applicant certifies that it has an ongoing obligation and commitment to the City to disclose all information that is relevant to the environmental review of the Project and the preparation of the Environmental Review Documents, and further certifies that no relevant information has been or will be omitted or withheld from the City, the Consultant, or any sub-consultant(s).
- b. The Consultant certifies that it is included on the City's official CEQA Consultant List and it is prepared to undertake all necessary technical and analytical work required in connection with the environmental review of the Project and the preparation of the Environmental Review Documents.

SECTION 4. APPLICANT'S RIGHTS AND RESPONSIBILITIES.

- a. Subject to the terms and conditions of this AGREEMENT, Applicant shall retain the undersigned Consultant to conduct the environmental analysis and review of the Project and to prepare all required Environmental Review Documents. For this purpose, the Applicant shall enter into a direct agreement with the Consultant, and such agreement shall govern the entire scope of their arrangement. Such agreement shall comply with all terms and conditions set forth in this AGREEMENT, and no term therein shall be inconsistent with any provision herein.
- b. The Applicant shall be responsible for one hundred percent (100%) of all costs associated with the Consultant's work, including but not limited to, any sub-consultant(s) costs, preparation of Environmental Review Documents and document circulation costs incurred by the Applicant or the Consultant, and all costs associated with participation in scoping meetings or community outreach meetings, as necessary. The Applicant shall also be responsible for one hundred percent (100%) of all costs incurred by the City related to its independent review of the Environmental Review Documents.
- c. The Applicant shall ensure that any consultant(s) hired in conjunction with the preparation of the Environmental Review Documents and related to the Project shall comply with applicable provisions of the City's Municipal Code, CEQA, the CEQA Guidelines and all terms and conditions set forth in this AGREEMENT.
- d. The Applicant shall not enter into any form of confidentiality agreement with the Consultant, or any other consultant hired to assist with the preparation of the Environmental Review Documents, which prohibits disclosure of information related to substantive land use or environmental issues to the City. This provision may be modified at the sole discretion of the City to the limited extent confidentiality is necessary to prevent the disclosure of trade secrets as defined by Government Code Section 6254.7.

SECTION 5. CONSULTANT'S RIGHTS AND RESPONSIBILITIES.

- a. The Consultant shall have an ongoing obligation and commitment to the City to disclose all information that is relevant to the environmental consequences of the Project and the preparation of the Environmental Review Documents. Consultant agrees that its duty is to the City, and not to the Applicant, in all aspects of the Scope of Engagement of this Agreement as described under Section 1, above. Consequently, all Environmental Review Documents shall reflect the independent judgment of the City. The Environmental Review Documents shall be signed as true and accurate by Consultant.

- b. The Consultant shall not omit or withhold any relevant information from the City at the request of the Applicant or for any other reason. The Consultant shall require any Consultant-hired sub-consultant(s) to certify these same obligations and commitments to the City as a condition of their contract or by signing a copy of this AGREEMENT and shall provide a copy of such certification to the City within ten (10) days of retaining such sub-consultant(s).
- c. The Consultant shall enter into a direct agreement with the Applicant for purposes of conducting an environmental review and analysis of the Project under CEQA and preparing all required Environmental Review Documents. Such agreement shall govern the entire scope of their arrangement. Such agreement shall comply with all terms and conditions set forth in this AGREEMENT, and no term therein shall be inconsistent with any provision this AGREEMENT.
- d. Environmental Review Documents prepared by Consultant shall be complete and accurate. The Consultant's accountability under this AGREEMENT shall be solely to the City, and not to the Applicant or to any other person or entity.
- e. The Consultant shall ensure that any sub-consultant(s) hired by the Consultant in conjunction with the preparation of the Environmental Review Documents shall comply with all applicable provisions of the City's Municipal Code, CEQA, the CEQA Guidelines and all terms and conditions of this AGREEMENT.
- f. The Consultant shall draft the Environmental Review Documents in accordance with CEQA, the CEQA Guidelines, the City Municipal Code, and with the directions and specifications set forth by the City.
- g. The Consultant shall verify and ensure that all Environmental Review Documents use accurate and verifiable field techniques and professional work performance standards, and conform to all applicable CEQA requirements, and all applicable City, County, State, and Federal rules, regulations and laws.
- h. The Consultant shall verify and ensure that all Environmental Review Documents and responses to comments, represent its complete and independent professional judgment and provide an analysis of the specific environmental issues, setting, potential impacts, and mitigation measures associated with the Project. In addition, the Consultant shall verify and ensure that the Environmental Review Documents include all changes provided by City and comply with all direction given by City irrespective of direction, changes or comments provided by the Applicant.
- i. The Consultant shall disclose any revisions made to the draft Environmental Review Documents and specifically identify any revisions made at the request of the Applicant. Unless waived by the City, all revisions to Environmental Review Documents prior to submittal for public review shall be shown in strikeout/underline.
- j. The Consultant shall maintain a record of communications with the Applicant related to substantive land use or environmental issues, and such record shall be submitted to the City for review upon request.
- k. The City shall retain the right to attend, or participate in, meetings (including conference calls) between the Applicant and the Consultant when such meetings include discussion of substantive land use or environmental issues and has the right to request such meetings. The Consultant shall provide the City with reasonable notice of all such meetings at the earliest time possible and no less than one business day. Upon the request of the City, the Consultant shall disclose all substantive land use and environmental issues discussed at meetings the City does not attend. At the discretion of the City, notice of meetings may be waived in lieu of periodic summary reports disclosing issues discussed.
- l. The Consultant may not be a subsidiary or division of the Applicant or have an ownership interest in the proposed Project or any other property or development in which the Applicant has a financial interest.

Additionally, the Consultant shall not accept performance incentives associated with a certain density, intensity, or configuration of development. This prohibition does not preclude performance incentives related to project schedules.

- m. The Consultant shall not enter into any form of confidentiality agreement with the Applicant, or any other consultant hired to assist with the preparation of the Environmental Review Documents, which prohibits disclosure of information related to substantive land use or environmental issues to the City. This provision may be modified at the sole discretion of the City to the limited extent confidentiality is necessary to prevent the disclosure of trade secrets as defined by Government Code Section 6254.7
- n. The Consultant shall disclose to City all project related emails and written correspondence between the Applicant and the Consultant regarding substantive land use or environmental issues, unless waived by the City, in City's sole discretion.
- o. Upon request from the City, the Consultant shall submit all field notes, resource documents and supplemental technical studies used in the preparation of the Environmental Review Documents.
- p. Upon request from the City, the Consultant shall allow the City to view its contract with the Applicant. The City maintains the right to require submittal of the contract to the City.

SECTION 6. CITY'S RIGHTS AND RESPONSIBILITIES.

- a. City is responsible for providing an independent review and analysis of all Environmental Review Documents for the Project prepared and submitted by the Consultant, and sub-consultant(s), and the Applicant and while such independent review is undertaken for the benefit of the general public, it does not relieve the Consultant of any of its responsibilities to act for the benefit of the general public.
- b. The City shall be responsible for evaluating the extent and detail of topic area discussions in the Environmental Review Documents.
- c. The City shall have the right to reasonable notice and to attend, or participate in, any and all meetings or conference calls as referenced in Section 4 and 5 of this AGREEMENT, above, and has the right to request such meetings and be informed of the subject matter.
- d. The City shall have the right to request copies of any and all correspondence, meeting schedules, minutes, and draft documents generated by the Consultant, any sub-consultant(s) and the Applicant, in connection with the preparation of the Environmental Review Documents. Upon request by the City, the Consultant shall make available to the City any and all field notes, resource documents, and supplemental technical studies used in the preparation of the Environmental Review Documents.
- e. The City shall be responsible for reviewing the content of draft Environmental Review Documents and providing comments on the scope and adequacy of the documents. The City shall inform the Applicant of comments requiring additional information or substantive changes to Environmental Review Documents.

SECTION 7. GENERAL TERMS.

- a. This AGREEMENT shall expire upon any of the following:
 - 1. The Project and the Environmental Review Documents become final by decision of the authorized City decision-maker or decision-making body, all appeal timelines have expired, and all legal challenges associated with the Project and the Environmental Review Documents have been finally adjudicated; or

- 2. The Project is withdrawn or denied and all appeal timelines have expired; or
 - 3. Written notice from the City, the Applicant or the Consultant to the other parties to this Agreement terminating the Agreement.
- b. Expiration of this Agreement does not relieve the Parties of their responsibilities under the Agreement for activities that took place prior to the expiration. The termination of this Agreement notwithstanding, the City shall at all times reserve the right to enforce all zoning and land use laws under the City's Municipal Code and condition the granting of any entitlements on the Applicant's compliance with the City's Municipal Code, CEQA and the CEQA Guidelines.
- c. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the City, the Applicant and the Consultant have caused this Agreement to be executed below:

APPLICANT:

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF SAN FERNANDO:

By: _____
Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, City Attorney

CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: April 2, 2024

Subject: Consideration to Approve a Grant Agreement with the Los Angeles County Metropolitan Transportation Authority for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program to fund the Fixed Route American with Disabilities Improvements Project, and Adopt a Resolution Appropriating Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Grant Agreement (Attachment "A" – Contract No. 2235) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) in the amount of \$750,000 for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program to fund the City of San Fernando Fixed Route American with Disabilities (ADA) Improvements Project (Project);
- b. Adopt Resolution No. 8294 (Attachment "B") amending the Fiscal Year (FY) 2023-2024 Adopted Budget appropriating Federal Transit Administration (FTA) Section 5310 grant expenditures and revenues; and
- c. Authorize the City Manager to execute the agreement and all additional funding related documents.

BACKGROUND:

1. On February 27, 2023, staff submitted an application in response to LACMTA's notice of funding availability for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for \$750,000.
2. On March 20, 2023, City Council held a Public Hearing to obtain 5310 Grant Funding for new shuttles. During that agenda item, City Council was notified that staff would also be applying for 5310 funding for ADA improvements.

Consideration to Approve a Grant Agreement with the Los Angeles County Metropolitan Transportation Authority for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program to fund the Fixed Route American with Disabilities Improvements Project, and Adopt a Resolution Appropriating Funds

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3. On October 3, 2023, the City was notified that LACMTA had approved a grant award in the amount of \$750,000 for the Project.
4. On January 24, 2024, the City received the funding agreement from LACMTA for review and consideration for approval.

ANALYSIS:

The Federal Transit Administration (FTA) Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program (Program) is authorized by 49 United States Code (U.S.C.) 5310 (49 U.S.C. 5310). The Program provides formula funding to states and designated recipients and aims to improve mobility for older adults and people with disabilities by removing barriers to transportation service and expanding transportation mobility options. Funds are apportioned based on each state’s share of the population for these two groups.

The Program provides operating and capital assistance for public transportation projects that qualify as “Traditional” Section 5310 projects, which are capital focused, as well as “Other” projects that are other capital and operating projects. Projects focused on vehicle and fleet expansion and replacement, accessible device ramps, transit-related information technology systems, or mobility management programs are considered “Traditional.” Projects focused on constructing an accessible path to a bus stop by installing curb cuts, improving sidewalks or adding accessible pedestrian signals, expanding door-to-door and door-through-door services, and programs to serve same-day transportation for critical and non-critical need trips are examples of “Other.” The City’s project fell under the “Other” category.

For projects such as the City’s which fall under the “Other” category to be eligible for Program funding, two specific criteria must be met. Completion of the project must result in easier access to transit services for older adults and people with disabilities and improvements must focus solely on sidewalks that lead to transit bus stops. To identify what locations within the City were the best candidates for ADA improvements, staff determined which locations were the busiest and which had the greatest ADA deficiencies.

Staff met with Stops and Zones, the division within Metro which oversees transit bus lines, to confirm which bus stops were amongst the busiest in the City. A total of 10 locations were identified as having a high degree of foot traffic for individuals utilizing Metro buses. Additionally, the City’s on-call engineer surveyed the 10 locations to determine which had the most ADA deficiencies. Based on the information obtained, three locations were identified as the best candidates for ADA improvements.

Consideration to Approve a Grant Agreement with the Los Angeles County Metropolitan Transportation Authority for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program to fund the Fixed Route American with Disabilities Improvements Project, and Adopt a Resolution Appropriating Funds

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Project Location and Description.

The Project is located at and immediately around three main intersections within the City. The three intersections are:

- Seventh Street and Harding Avenue
- Hubbard Street and Truman Street
- Truman Street between Brand Boulevard and Maclay Street

The Project consists of bringing the pedestrian walkways within the stated locations into ADA compliance by making improvements to or installing new curb cuts, sidewalks, accessible pedestrian ramps, wheelchair ramps, drive approaches, and tree parkway.

If approved, staff will proceed as follows:

Milestone	Est. Completion Date	Description
RFP/IFB Issue Date	7/1/2024	A federally compliant RFP will be released to secure a construction contractor.
Contract Award	9/30/2024	Award contract with approved vendor from CalAct/MBTA pre-approved vendor list.
Construction	10/1/2024	Construction on the new ADA improvements begins.
Construction	1/1/2025	Construction on the new ADA improvements ends.
Close Out	2/28/2025	Construction completed, and new improvements open to the public.

BUDGET IMPACT:

The total budget for the Project is \$833,333. To cover the project cost, staff is requesting via resolution for the \$750,000 in FTA Section 5310 grant funds be appropriated into the FY 2023-2024 Adopted Budget. The City’s match of \$83,333 is appropriated in the FY 2023-2024 budget within Fund 022 (Surface Transportation Program – Local (STPL)).

Consideration to Approve a Grant Agreement with the Los Angeles County Metropolitan Transportation Authority for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program to fund the Fixed Route American with Disabilities Improvements Project, and Adopt a Resolution Appropriating Funds

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PROJECT BUDGET:

SOURCES		
Fund	Account Number	Current Allocation
Section 5310 Funds	010-3686-0525	\$ 750,000
City Match - Local STPL	022-3664-0000	\$ 83,333
Total Sources:		\$ 833,333

PROJECT COST:

USES		
Activity	Account Number	Cost
Design	010-311-0525-4600	\$ 30,864
Construction	010-311-0525-4600	\$ 617,284
Construction Contingency	010-311-0525-4600	\$ 61,728
Construction Engineering	022/010-0525-4600	\$ 92,593
Project Administration	010-310-0525-4600	\$ 30,864
Total Uses		\$ 833,333

CONCLUSION:

It is recommended that the City Council approve Contract No. 2235, adopt Resolution No. 8294 amending the FY 2023-2024 Adopted Budget, and authorize the City Manager to execute the grant agreement with LACMTA.

ATTACHMENTS:

- A. Contract No. 2235
- B. Resolution No. 8294

GRANT NUMBER: CA-2023-236-00
FIS NUMBER: 700512
CFDA: 20.513

AGMT# 9200000000S2317
SAM UEI: RGEUDLBZH2K7
SAM SEARCH: 10/2/2023

FUNDING AGREEMENT FOR SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

This Funding Agreement for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds (the "Agreement") is dated for reference purposes only October 1, 2023, and is by and between the City of San Fernando (the "Agency") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS

- A. On April 23, 2014, the Governor of the State of California designated the LACMTA as the Designated Recipient of funds allocated to large-urbanized areas within Los Angeles County from the Federal Transit Administration (FTA) Section 5310 Program.
- B. On November 13, 2014, the LACMTA Board authorized the process to allocate available funding to state, city, and/or nonprofit agencies as subrecipients for LACMTA in its role as the Designated Recipient for Section 5310 grant funds (the "Federal Funds").
- C. On June 22, 2023, the LACMTA Board authorized the LACMTA Chief Executive Officer (CEO) or their designee to negotiate and execute Agreements with agencies as subrecipients and approved the application and award of \$750,000 in other capital assistance to the Agency for ADA improvements at transit stops to eliminate barriers to the fixed route system (the "Project"). Funding of this Project is subject to final execution of the Federal Grant agreement between the FTA and the LACMTA.
- D. As the Agency is currently not able to directly apply for the Federal Funds, LACMTA prepared and submitted a grant application to the FTA on the Agency's behalf.
- E. The total cost for the Project described in the Scope of Work (the "SOW"), attached as Exhibit "A", hereto is estimated to be \$833,333 ("Estimated Cost").
- F. The Agency has agreed to provide the required local match of \$83,333 (the "Local Match"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project.
- G. LACMTA assumes no responsibility for the funding of any portion of the Project. LACMTA is only acting as a pass-through conduit for the Agency.
- H. The Agency understands that the Federal Funds provided herein are subject to the federal lapsing policy and that it must have obtained the environmental clearance required by federal regulations to use the Federal Funds.

- I. The parties desire to execute this Agreement so LACMTA may pass along the Federal Funds received from the Federal Grant to the Agency.

1. **PAYMENT OF FUNDS**

- 1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall forward Federal Funds in an amount not to exceed \$750,000 (the "Funding Amount") to the Agency subject to the terms and conditions of the Federal Grant and this Agreement.

- 1.2 Payments to the Agency will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement, which complies with the requirements of Section 4 below.

- 1.3 The Agency shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), the FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

2. **LACMTA COSTS**

- 2.1 LACMTA will not charge the Agency for administrating these Federal Funds.

3. **TERM**

- 3.1 The term of this Agreement shall commence on the date of the LACMTA's CEO or their designee's signature ("Effective Date") and shall terminate four years after the Effective Date of this Agreement (the "Termination Date"), unless terminated earlier as provided herein, or extended by a written approval from the LACMTA.

4. **REQUEST FOR REIMBURSEMENT**

- 4.1 The Agency shall contribute at least the statutorily or other required local contribution of matching funds (other than Federal Funds and any other USDOT funds), if any is specified within this Agreement or any attachments hereto, toward the actual costs of the Project. The Agency's Local Match under this Agreement is \$83,333.

- 4.2 Not more frequently than once a month, the Agency will prepare and submit to the LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by the Agency consistent with the Project's SOW. The Request for Reimbursement submitted by the Agency shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.

- 4.3 Each Request for Reimbursement shall report the total of Project expenditures, specify the percentage and amount of Federal Funds to be reimbursed, and include a detailed invoice describing all invoiced work completed.

4.4 If applicable, the first Request for Reimbursement shall also be accompanied by a report describing any tasks specified in the SOW document which were accomplished prior to the Effective Date of this Agreement, which costs could be credited toward the required Local Match provided that LACMTA has provided prior written approval for such expenditures to the Agency.

4.5 LACMTA may retain ten percent (10%) of each invoice amount until LACMTA has evaluated the Agency's performance according to the criteria specified by LACMTA and the data provided by the Agency and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. The Agency shall invoice LACMTA for reimbursement of the 10% retention separately.

4.6 The Request for Reimbursement must be submitted on the Agency's letterhead and shall be accompanied by appropriate documentation supporting costs incurred.

4.7 The Agency should consult with LACMTA's Section 5310 Program Manager for questions regarding non-reimbursable expenses.

4.8 Total payments shall not exceed the Funding Amount specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.

4.9 If any amounts paid to the Agency are disallowed or not reimbursed by the FTA for any reason, the Agency shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.10 The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. The Agency acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement must first be approved by the Program Manager prior to submission for payment. Once approved, requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

Option 1) E-mail:

AccountsPayable@Metro.net
AGMT# 9200000000S2317

Option 2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Los Angeles, CA 90051-0296
Attention: Accounts Payable, AGMT# 9200000000S2317

A copy of all Requests for Reimbursement submittals shall also be forwarded to LACMTA's Section 5310 Program Manager, either by email or by standard mail to the following address:

Los Angeles County Metropolitan Transportation Authority
Grants Management and Oversight
Attention: Section 5310 Program Manager

One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

4.12 The Agency shall provide written notification to LACMTA's Section 5310 Program Manager regarding any changes to the Project management team. Unless otherwise specified, the following Agency address will be used by LACMTA for all correspondence and documentation relevant to this Agreement:

City of San Fernando
117 North Macneil Street
San Fernando, CA 91340
Attention: Section 5310 Grant Subrecipient

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by the LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and the Agency execute this Agreement and LACMTA has entered into the Federal Grant with the FTA. The end date of reimbursable activities is the Termination Date of this Agreement.

6. FEDERAL REQUIREMENTS

6.1 The Agency shall utilize the Funding Amount and Local Match to complete the Project as described in the SOW, and in accordance with the Federal Grant requirements of the FTA and this Agreement.

6.2 All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to the most current versions of:

- a) 49 CFR part 26 (DBE Requirements)
- b) 49 U.S. Code Section 5333(b) (Labor Standards)
- c) Assurances of legal authority
- d) Buy America requirements
- e) Certification of a drug-free workplace
- f) Certification of non-debarment, suspension, or termination (SAM.gov)
- g) FTA Circular C 4710.1 (ADA Act Guidance)
- h) CMAQ Program Guidance (Applicable only to CMAQ)
- i) FTA Circular C 4220.1 (Third-Party Contracting)

- j) FTA Circular C 4702.1 (Title VI Requirements)
- k) FTA Circular C 4704.1 (EEO Act Guidance)
- l) FTA Circular C 5010.1 (Award Management Requirement)
- m) FTA Circular C 9030.1 (Applicable only to Section 5307)
- n) FTA Circular C 9070.1 (Applicable only to Section 5310)
- o) Inter-governmental review
- p) Lobbying certifications
- q) NEPA environmental review
- r) Office of Management and Budget (OMB) circulars
- s) Public Transportation Agency Safety Requirements
- t) Title 2 CFR, Subpart E (Cost Principles)
- u) Title 2 CFR, Subpart F (Single audit requirements)
- v) Transit Asset Management Requirements

6.3 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Grant is withdrawn or is recalled or if the Federal Grant is not appropriated for any reason. In the event the Federal Grant is closed, the Agency will reimburse LACMTA any funds paid to the Agency that are no longer available under the Federal Grant.

6.4 Should the FTA or the United States Department of Labor (USDOL) require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, the Agency shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of the FTA and the USDOL.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 The Agency shall be subject to and shall comply with all applicable requirements of LACMTA, the FTA, and the USDOL regarding Project reporting, audit requirements and site visits. The Agency shall use the assigned Agreement number on all correspondence.

7.2 The Agency shall submit upon request all applicable Reports, Certifications, and other documents to LACMTA for the duration of the Project and/or the life of any assets acquired through the Project. These include, but are not limited to:

- a) Annual FTA Compliance Self-Certification Package
- b) Maintenance Plans and Records for Vehicles, Equipment and/or Facilities Funded with FTA Funds
- c) Quarterly Narrative and Financial Report on Project Progress
- d) Title VI, ADA and DBE Program Documents
- e) Transit Asset Management Plan

7.3 LACMTA and the FTA and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. The Agency shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. The Agency shall reimburse LACMTA for any

expenditure not in compliance with the SOW or other terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use Federal Acquisition Regulation (FAR) standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.5 The Agency shall retain all original records and documents related to the Project for a period of three years after final payment or in accordance with the Federal Grant, whichever time period is greater.

7.6 The Agency shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of Title 2 of the Code of Federal Regulations Subpart F. The Agency shall submit a copy of each single audit to the LACMTA within 30 days of its completion.

8. ALLOWABLE COSTS

8.1 Allowable Project costs are described in the Federal Grant, the SOW, and in federal guidelines. Allowable Project costs, including in-kind contributions and donations to meet the statutorily or other required local assistance of matching funds (other than Federal Funds or other USDOT funds), will be accepted only if they meet the requirements of Title 2 of the Code of Federal Regulations Subpart E.

8.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by the Agency: i) provide evidence of a federally approved Cost Allocation Plan and indirect rate, as required by federal guidelines; ii) submit a written request to LACMTA; and iii) receive a written approval from LACMTA prior to incurring the expenditure.
- In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA after verification of compliance with federal guidelines.

9. INCIDENTAL USE

9.1 Incidental use means the limited authorized use of project assets acquired with FTA assistance for purposes other than those described in Exhibit A: Scope of Work. Such use must not conflict with the approved purposes of the project and must not interfere with the intended transit use or service for which the project asset was originally acquired.

9.2 The Agency shall obtain written approval from LACMTA prior to operating FTA funded project assets for incidental use.

10. MAINTENANCE AND DISPOSITION OF ASSETS

10.1 Adequate maintenance procedures must be developed and implemented to keep the FTA funded project assets in good condition. Agencies must maintain FTA funded project assets in good operating order and in compliance with any applicable federal regulations. Agencies must have a written vehicle maintenance plan and/or a facility/equipment maintenance plan. These plans should describe a system of periodic inspections and preventive maintenance to be performed at certain defined intervals.

10.2 The Agency must keep satisfactory records pertaining to the use of FTA funded project assets and submit to LACMTA upon request as may be required to assure compliance with federal requirements.

10.3 Warranties, when part of FTA funded project asset contracts, should provide for correction of defective or unacceptable materials or workmanship.

10.4 Disposition requirements apply to FTA funded project assets that have met their useful life, as well as assets that are prematurely withdrawn from service before its useful life has been ended.

10.5 The Agency shall notify LACMTA of intentions to remove FTA funded project assets from service.

10.6 The Agency shall obtain written approval from LACMTA prior to the disposition of FTA funded project assets.

11. FUNDS AVAILABILITY

This Agreement will allow the LACMTA to pass along the Federal Funds from the Federal Grant to the Agency. The Funding Amount consists of Section 5310 Federal Funds and is subject to the terms and conditions of this Agreement, the Federal Grant, and the applicable requirements of the LACMTA and the FTA. This Agreement neither implies nor obligates any funding commitment by the LACMTA for the Project. All funds are contingent upon federal appropriation and the FTA's approval of a grant application. If a Letter of No Prejudice is issued by the FTA, the Agency assumes all the risk of spending the Local Match early on the Project.

12. EXPENDITURE AND DISPOSITION OF FUNDS

12.1 The expenditure and disposition of the Funding Amount by the Agency shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and the applicable requirements of LACMTA and the FTA. The Agency shall not utilize the Funding Amount in any way or on any project other than that specified in this Agreement and in the Federal Grant.

12.2 ONLY FOR CONSTRUCTION PROJECTS - At the substantial completion of the Project, the Agency will submit to LACMTA a Notice of Substantial Completion when: (i) the contractor has completed all the activities specified in the SOW, except punch list items; and, (ii) the Agency has ensured that the work was performed in accordance with all applicable Project

requirements outlined in the SOW. Within a reasonable time thereafter, the Agency and LACMTA will inspect the Project to ascertain substantial completion and to agree on the punch list. The Agency shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will inspect the Project. If accepted, the Agency shall obtain and submit to LACMTA releases from its contractors and subcontractors. Upon approval of the releases, LACMTA will release any retention and make a final payment to the Agency. If the Project or releases are not accepted or approved by LACMTA, the Agency shall perform, or have its contractors perform, such acts as are necessary to obtain acceptance of the Project or releases.

12.3 The Agency shall be responsible for any and all cost overruns and/or operating deficits for the Project. Further, the Agency shall be responsible for covering operating deficits through long-term stable and reliable sources of revenue and to maintain and operate the federally funded Project.

12.4 Upon completion of the Project described in the SOW and disposition of the 10 percent retention, any unused Funding Amount shall revert back to the FTA.

12.5 The Agency shall address all correspondence to the FTA regarding this Project through LACMTA's Section 5310 Program Manager.

12.6 The programmed budget (the "Financial Plan") specifying the sources and amounts of funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

12.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the Financial Plan or the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or their designee and an amendment to the Federal Grant evidencing the FTA's acceptance of such material change. The Agency shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or SOW that it originally submitted to LACMTA.

13. TIMELY USE OF FUNDS

13.1 The Agency shall adhere to the Funding Amount programmed under this Agreement, and funds should be expended within the Term of this Agreement as described in Section 3.1.

13.2 In the event this Agreement is not executed and/or evidence of adherence to the Timely Use of Funds as described in Section 11.1 of this Agreement is not provided, the Project will be reevaluated by LACMTA, and the Funding Amount may be deobligated consistent with the FTA's requirements. In the event that the Funding Amount is deobligated, this Agreement shall automatically terminate.

14. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) the Agency fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) the Agency fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) the Agency makes a material change to the SOW or the Financial Plan without prior written consent or approval by LACMTA and the FTA; or, (iv) the Agency is in default of any other applicable requirements of

LACMTA or the FTA.

15. REMEDIES

15.1 In the event of a default by the Agency (as defined in Section 12), the LACMTA shall provide written notice of such default to the Agency with a 30-day period to cure the default. In the event the Agency fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funding Amount to the Agency;
- (c) LACMTA may recover from the Agency any funds paid to the Agency after the default; and/or,
- (d) Any remedies the FTA may have under the Federal Grant.

15.2 Effective upon receipt of written notice of termination from LACMTA, the Agency shall not undertake any new work or obligation with respect to this Agreement unless approved by LACMTA in writing.

15.3 Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

16. SECTION 5333(b) REQUIREMENTS

16.1 For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement the Agency certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received, including any specific terms and conditions included in USDOL's certification letter for the FTA grant.

16.2 The Agency shall indemnify, defend, and hold harmless the LACMTA and its employees, officers, and agents for any claims properly brought by public transportation employees in the Agency's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf of the Agency for the Project.

17. TERMINATION

17.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either the Agency or LACMTA may terminate its obligations hereunder at any time, without cause, prior to submittal of the grant application to the FTA by providing not less than ten (10) calendar days advanced written notice of such intent to terminate. The Agency and LACMTA may mutually terminate this Agreement with less than ten (10) days written notice if approved by both parties.

17.2 In the event of termination of this Agreement, LACMTA will immediately stop rendering services under this Agreement.

18. OTHER TERMS AND CONDITIONS

18.1 This Agreement, along with the applicable requirements of the FTA, the USDOL, LACMTA, and the Federal Grant, constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

18.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

18.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Agency under or in connection with any work performed by, and/or service provided by, the Agency, its officers, agents, employees, contractors and subcontractors under this Agreement or the guidelines. The Agency shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funds by the Agency, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Agency obligations under this Agreement or the Grant; or (iv) any act or omission of the Agency, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the Scope of Work described in this Agreement.

18.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

18.5 The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

18.6 The Agency shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or their designee, and any assignment without said

consent shall be void and unenforceable.

18.7 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement of competitive procurement of services and assets, the Agency may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

18.8 This Agreement does not include funds for Research and/or Development Activities.

18.9 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

18.10 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

18.11 All notices shall be given to the project managers of each agency at the addresses specified in Section 4 of this Agreement, unless otherwise notified in writing.

18.12 The Agency, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. The Agency shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

18.13 The Agency agrees to comply with USDOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18.

18.14 The Agency agrees that federal laws and regulations control Project award and implementation. The Agency also agrees that federal directives as defined in the FTA Master Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. The Agency understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, the Agency may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.

18.15 The Agency understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FTA authorized official awards of federal assistance for the Project may be modified from time to time. New federal laws, regulations and directives may become effective after the date on which the Agency executes the Agreement for the Project and might apply to that Agreement. The Agency agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any time, except to the extent FTA determines otherwise in writing.

18.16 The Agency understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Section 5310 Program (20.513) in all its correspondence, including quarterly progress reports, invoices, and single audit reports.

Exhibits

- Exhibit A: Scope of Work
- Exhibit B: Financial Plan
- Exhibit C: Subrecipient Procurement Certification
- Exhibit D: Transit Asset Management (TAM) Plan Requirements

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Date

Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____ 1/23/2024
Deputy Date

GRANTEE:

CITY OF SAN FERNANDO

By: _____
Date

Nick Kimball
City Manager

APPROVED AS TO FORM (OPTIONAL):

By: _____
Date

General Counsel

EXHIBIT A
SCOPE OF WORK

San Fernando Transit Stop ADA Improvements

- Other Capital Assistance for ADA Improvements at Transit Stops to Eliminate Barriers to the Fixed Route System.

The City will enhance its fixed route transit service and Metro’s transit bus service, by eliminating physical barriers that hinder access to fixed route transit stops that are either shared by Metro and the City, or adjacent to each other. This includes making Americans with Disabilities Act (ADA) improvements at three major transit stops consisting of adding ADA ramps, fixing sidewalks, and fixing non-ADA compliant slopes.

The City operates a fixed route transportation service, consisting of two City owned trolleys, both operating on a single route (in the same direction) and servicing 28 stops. Many of the fixed route stops are either shared with or adjacent to Metro bus transit stops. The fixed route service is accessible to all individuals. However, the service targets the elderly, individuals with disabilities and low-income individuals. A third-party contractor, currently Parking Company of America, operates the City's transit program, including the non-fixed route Dial-A-Ride service. The City Engineer, who has extensive experience in ADA-compliance, is assisting with the proposed project and has conducted an analysis determining the three locations best suited for improvements. The locations were selected due to the dire conditions of ADA non-compliance and the high volume of foot traffic to the metro stops. The goal of the project is to be ADA-compliant and allow for an increase in riders with the new improvements.

Performance Measures

- (a) ≥ 500 seniors and/or persons with disabilities afforded mobility as a result of the project annually.
- (b) ≥ 8,000 actual/estimated rides (measured by one-way passenger trips) provided as a result of the project implementation annually.

Timeline

<u>Milestone</u>	<u>Est. Completion Date</u>	<u>Description</u>
RFP/IFB Issue Date	7/1/2024	A federally compliant RFP will be released to secure a construction contractor.
Contract Award	9/30/2024	Award contract with approved vendor from CalAct/MBTA pre-approved vendor list.
Construction Begins	10/1/2024	Construction on the new ADA improvements begins.

Construction Ends	1/1/2025	Construction on the new ADA improvements begins.
Close Out	2/28/2025	Construction completed, and new improvements open to the public.

Deliverables

- a. Implement the Project consistent with the Scope of Work and the Federal Grant (including any amendments approved by the LACMTA and the FTA), and in compliance with all applicable federal regulations.
- b. Submit all required reports and certifications as detailed in this Agreement and as requested by LACMTA and FTA.

EXHIBIT B
FINANCIAL PLAN

The total cost of the Project is \$833,333. The following is a description of the funding category and the corresponding funding amounts and source to implement the Project.

Category	<u>FTA Grant</u>	<u>Local Match</u>
Other Capital Assistance	\$750,000	\$83,333

Sources of Federal Financial Assistance

<u>UZA ID</u>	<u>Funding Source</u>	<u>Amount</u>
Los Angeles/Long Beach/Anaheim Urbanized Area (60020)	FTA Section 5310	\$750,000

Local Match

The Agency shall use Non-USDOT funds to match the grant. Transportation Development Credits in lieu of a portion of the local match was used: \$83,333.

FUNDING SOURCES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Section 5310 (2023 Award)- Other Capital	\$750,000	\$750,000	
2. San Fernando Cash Match	\$83,333		\$83,333
Total	\$833,333	\$750,000	\$83,333
	100%	90%	10%

ELIGIBLE EXPENSES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Transit Stop ADA Improvements	\$833,333	\$750,000	\$83,333
Total	\$833,333	\$750,000	\$83,333

EXHIBIT C
SUBRECIPIENT PROCUREMENT CERTIFICATION

As a condition for receiving certain subrecipient federal funds from the Los Angeles County Metropolitan Transportation Authority (Metro), The Agency certifies that procurement procedures will ensure an open competitive process and will conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, “Third Party Contracting Guidance”. Furthermore, solicitation documents will not be released to the public or individual procurement contracts will not be executed until a Metro representative has reviewed all applicable procurement procedures and documents.

Metro will be notified of the contract or option award including the name of the successful bidder, the total dollar value of the contract or option and the contract or option award date within three business days of the award.

EXHIBIT D

TRANSIT ASSET MANAGEMENT (TAM) PLAN REQUIREMENTS

TAM PLAN SUBRECIPIENT ELIGIBILITY CRITERIA

Metro subrecipients who meet the following criteria are required to conduct a TAM plan and may participate in a Group TAM plan.

- Agencies that are Tier II providers.
- Agencies that own operate or manage capital transit assets currently in service and used in the provision of public transit open door service (i.e. not restricted to specific groups) or that are within the federal interest time period.
- Agencies that are NOT direct recipients of FTA section 5307 funds.
- Agencies that are a Metro subrecipient of FTA Chapter 53 financial assistance pass through grants, open door, including section 5309, 5310, 5316, 5317 or other FTA fund sources.
- Agencies that own transit asset(s) acquired with FTA funds such as facilities (i.e. parking garage at a rail station, maintenance building, etc.), and that facility supports public transportation service.

Metro subrecipients participating in the Metro sponsored Group TAM Plan shall comply with all applicable FTA Master Agreement Transit Asset Management Requirements (49 U.S.C. Chapter 53) including these Special Grant Conditions:

- Agencies shall indicate their intent to participate in the Metro sponsored Group Plan.
- Agencies shall appoint an Accountable Executive.
- Agencies shall provide asset inventory, condition and investment data, and respond to data requests in a timely manner.
- Agencies shall collaborate on the development of the Group Plan.
- Agencies shall provide concurrence of Accountable Executive including unified group targets.
- Agencies shall implement the plan and report assets to the National Transit Database.

RESOLUTION NO. 8294

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, REGARDING APPROPRIATING FUNDS FOR SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM FOR THE CITY OF SAN FERNANDO FIXED ROUTE AMERICAN WITH DISABILITIES IMPROVEMENTS PROJECT

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-24, 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, the City requires funding from the Los Angeles County Metropolitan Transportation Authority Federal Transit Administration Section 5310 Grant Program for its Fixed Route American Disability Act (ADA) Improvement Project; and

WHEREAS, the 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, 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:

CAPITAL GRANTS: FEDERAL TRANSIT ADMINISTRATION SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

Increase in Expenditures
010-311-0525 \$750,000

Increase in Revenues
010-311-0525-4600 \$750,000

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 2nd day of April, 2024.

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. 8294, 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 2nd day of April 2024, 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 April 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: April 2, 2024

Subject: Consideration to Authorize Submittal of a Grant Application to the Department of Alcoholic Beverage Control for the Under-Age Alcohol Purchase Prevention Program

RECOMMENDATION:

It is recommended that the City Council authorize the preparation and submittal of a grant application to the Department of Alcoholic Beverage Control in an amount up to \$100,000 to support San Fernando Police Department's Under-Age Alcohol Purchase Prevention Program.

BACKGROUND:

1. Since 2005, the Police Department has received grant funds from the Department of Alcoholic Beverage Control (ABC) for the Under-Age Alcohol Purchase Prevention Program. On February 22, 2005, the City Council accepted \$22,248 for the program, known as the "Shoulder Tap Program".
2. On July 1, 2013, the City Council accepted ABC Grant funds in the amount of \$28,905 for Under-Age Alcohol Purchase Prevention and Merchant Education.
3. On June 19, 2017, the City Council accepted ABC Grant funds in the amount of \$41,783 for Under-Age Alcohol Purchase Prevention, Merchant Education regarding alcohol related crime tendencies, and License Education of Alcohol and Drugs (LEAD) training.
4. On December 7, 2020, the City Council accepted ABC/Office of Traffic Safety grant funds in the amount of \$19,900 for Under-Age Alcohol Purchase Prevention and Merchant Education. Activities funded by this grant included Minor Decoy operations, Shoulder Tap operations, and Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections.
5. On September 7, 2021, the City Council accepted ABC grant funds in the amount of \$63,704 for the Alcohol Policing Partnership program, which includes public awareness of selling

Consideration to Authorize Submittal of a Grant Application to the Department of Alcoholic Beverage Control for the Under-Age Alcohol Purchase Prevention Program

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alcohol to minors, Minor Decoy operation, Shoulder Tap operation and Inform Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) educational classes.

6. On October 17, 2022, the City Council accepted ABC Grant funds in the amount of \$69,820 for the Alcohol Policing Partnership program, which includes public awareness of selling alcohol to minors, Minor Decoy operation, Shoulder Tap operation and Inform Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) educational classes.
7. In March 2024, the Police Department was notified of a Request for Proposals (RFP) for the Alcohol Policing Partnership (APP) Program.

ANALYSIS:

The California Department of Alcoholic Beverage Control (ABC), established in 1955, is a state governmental agency responsible for regulating the manufacturing, distribution, and sale of alcoholic beverages. As an independent department within the executive branch of the state government, ABC oversees licensing, education, and enforcement services. Since 1995, ABC has been working in partnership with cities and counties through the Alcohol Policing Partnership Program (APP), aiming to address challenges related to problematic alcohol outlets by developing strategies in conjunction with local law enforcement agencies.

ABC's funding priorities include the following programs:

Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT).

The IMPACT Program is a prevention and education program whose main objective is to teach licensees how they can help reduce alcohol-related crime. The program is a change from the traditional law enforcement philosophy. It is designed as a crime preventive approach in a relaxed atmosphere of cooperation between merchants and law enforcement officers.

During an IMPACT Inspection, officers remind licensees of the responsibilities and accountability associated with the sale of alcohol. The officers also inspect licensed premises for compliance with State and local laws. If a licensee is not in compliance, the officers will tell the licensee or employee on duty what issues need to be addressed and provide copies of any laws or rules. Licensees must then correct any problems. Later, officers will conduct follow-up visits.

Licensee Education on Alcohol and Drugs (LEAD).

The LEAD Program is a free, voluntary prevention and education program for retail licensees, their employees, and applicants. Its mission is to provide high-quality, effective and educationally sound training on alcohol responsibility and the law. The curriculum is designed for licensees, managers, and employees. There is no separate management curriculum. Program length is 3½ hours, except for Fairs/Special Events Training, which is two hours. Participation is limited to 50 persons per class.

Consideration to Authorize Submittal of a Grant Application to the Department of Alcoholic Beverage Control for the Under-Age Alcohol Purchase Prevention Program

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Minor Decoy.

This program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the minor decoy program is repeatedly used.

Retail Operating Standards Task Force (ROSTF).

ROSTF is a pro-active strategy to address public nuisance problems at the point of sale on a community-wide scale. ROSTF is operated similar to an IMPACT program, but ABC Agents and local law enforcement officers gather evidence of specific violations of Section 25612.5 Business and Professions Code (B&P). This law requires licensees to, among other things, remove litter daily, control graffiti, provide exterior illumination, and keep windows and doors clear of excess signage.

Shoulder Tap.

“Shoulder Tap” is a common method used by persons under age 21 to solicit a person to purchase and furnish them with alcoholic beverages. The Shoulder Tap Program is an enforcement program used by ABC and local law enforcement agencies to detect and deter shoulder tap activity. During the program, a minor decoy under the direct supervision of law enforcement officers/deputies, solicits adults outside ABC licensed stores to buy the minor alcohol.

Any person seen furnishing alcohol to the minor decoy is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

Target Responsibility for Alcohol Connected Emergencies (TRACE).

TRACE investigates alcohol-related incidents involving alcohol and minors. It was created to combat the increasing problems of youth access to alcohol. Any crime involving someone under the age of 21, with victim(s) or suspect(s) under the influence of alcohol and/or drugs, resulting in great bodily injury or death will initiate an investigation by ABC to determine where the alcohol or drugs came from.

Trap Door.

Trap Door is an operation that targets minors who are either trying to purchase alcohol or trying to enter a bar or night club with a false identification (ID). During the operation, officers work directly with employees of ABC licensed premises to detect and then cite the person trying to use the false ID.

Enforcement of laws prohibiting sales of alcohol to minors and cooperation with local ABC licensees are vital elements of the Police Department’s operations. Through previous ABC grant funds, the Police Department has been able to address numerous ABC violations by making arrests and issuing misdemeanor citations. Funding provided by the 2024-2025 Alcohol Policing

Consideration to Authorize Submittal of a Grant Application to the Department of Alcoholic Beverage Control for the Under-Age Alcohol Purchase Prevention Program

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Partnership will allow the Department to continue addressing issues of adults purchasing alcohol for minors and reduce merchant ABC violations.

The Police Department is requesting authorization to apply for a grant to conduct several operations: six (6) Shoulder Tap Operations, six (6) Minor Decoy Operations, one (1) LEAD Operation, and six (6) IMPACT Inspections. These operations will be carried out at least every two months throughout the grant period.

These specific operations are recommended because they offer a systematic approach to educating ABC Licensees about state and local regulations and ensuring compliance, all while maximizing the use of grant funds. San Fernando Police Officers will first meet with licensees in person and then conduct IMPACT inspections. Following the inspections, Officers will carry out Shoulder Tap and Minor Decoy Operations. These operations have been successful in previous years when funded by ABC grants, resulting in citations for ABC licensees for selling alcohol to minor decoys and for individuals purchasing alcohol for minor decoys. LEAD Operations will provide licensees with training from ABC Officers, enhancing their understanding of compliance requirements.

Grant funding will cover the overtime associated with these operations.

BUDGET IMPACT:

There will be no budget impact on the Fiscal Year 2023-2024 Adopted Budget to authorize the submittal of the ABC grant application and there is no need to appropriate funds at this time. This is the initial step in approving funding from the California Department of Alcoholic Beverage Control.

If the City is awarded the \$100,000 grant through the ABC Grant through the Alcohol Policing Partnership Program, staff will return to City Council with a resolution to formally accept the award and appropriate funds.

CONCLUSION:

It is recommended that the City Council authorize the preparation and submittal of a grant application to the Department of Alcoholic Beverage Control in an amount up to \$100,000 to support San Fernando Police Department's Under-Age Alcohol Purchase Prevention Program.

ATTACHMENT(S):

- A. Alcohol Policing Partnership Program RFP Guidelines

ALCOHOL POLICING PARTNERSHIP (APP) PROGRAM

REQUEST FOR PROPOSALS (RFP) GUIDELINES

2024 – 2025



**Gavin Newsom, Governor
State of California**

**Joseph McCullough, Director
Department of Alcoholic Beverage Control**

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL REQUEST FOR PROPOSALS

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I. GENERAL INFORMATION

A. Introduction

This Request for Proposal (RFP) furnishes grant applicants with the following:

- Procedures for preparing grant proposals
- Grant Forms

Once an RFP is issued, ABC may only answer technical questions about the RFP and the Grantee Handbook. ABC staff cannot assist applicants with the preparation of their proposals.

Applicants selected for funding must retain a copy of this RFP, the Grantee Handbook, and the standard State contract as these materials are the requirements for the entire grant award period.

This RFP requires that proposals be submitted on the grant proposal forms or computer-generated forms. If computer-generated forms are used, they must duplicate the ABC forms and not allow the applicant more space than provided on the ABC forms.

Information must be provided as directed. This includes following all instructions, using specific forms and formats, and providing requested information. Failure to provide the required information or to provide the information in the manner directed may disqualify the proposal or result in a lower rating.

B. Submission of Proposals

Proposals are due April 1, 2024 at 5 p.m.

Mail proposals in an envelope addressed to:

**Department of Alcoholic Beverage Control
Attention: Kristine Okino
3927 Lennane Drive, Suite 100
Sacramento, CA 95834**

Alternatively, proposals may be submitted via email to Kristine.okino@abc.ca.gov. Email submissions must be received by 5 p.m. on the due date noted above. The subject line for email submission must include the following information:

2024 APP RFP Proposal (Agency Name)

All proposals are date stamped upon receipt at ABC, Headquarters. **Proposals received after the deadline will not be eligible for consideration.** It is the responsibility of the applicant to ensure that the proposal is received by ABC by the specified deadline. ABC will not be responsible for a late or incomplete proposal due to mistakes or delays of the applicant or the carrier used by the applicant. **A postmark is not sufficient.** Applications received after 5 p.m. on April 1st, will be disqualified.

Applicants **must submit one copy** of the proposal containing an electronic or original signature.

ABC will not notify applicants regarding omissions or accept any late additions to the proposals.

All proposals will be rated solely on their content. Materials not addressed or included in the written proposal will not be considered.

The applicants must strictly adhere to the following:

- All of the required **current** forms must be completed. Using past Request for Proposal (RFP) forms can have important requirements missing. Using past forms may disqualify the application.
- Each form must be completed by the applicant. It is not acceptable to reference another section in lieu of completion. An incomplete face page may result in disqualification.
- Proposals must be typed or computer-generated using the application template provided. Font size shall not be modified.
- No additional pages may be submitted unless indicated on the specific ABC form or RFP instructions.

If the applicant does not adhere to the items listed above, it may disqualify the proposal or result in a lower rating.

C. Funding Duration

Agencies selected for funding through this RFP will be funded for one year. Agencies responding to this RFP must budget funds for 12 months, with funds being evenly spent throughout the grant year.

The grant period will begin on July 1, 2024, and end on June 30, 2025.

If the State determines that the grant project is not making progress on achieving their goals and objectives, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

D. Drug-Free Workplace Certification and Nondiscrimination Compliance Statement

Applicants selected for funding will be required to be in compliance with the Drug-Free Workplace Certification and Nondiscrimination Compliance Statement as required by the State.

E. Resolution from Governing Body

Applicants selected for funding must provide a resolution of the applicant's governing body authorizing the applicant to enter into a contract with the State an identifying the person authorized to execute the contract for the applicant. **Once notified of selection, it is important upon the applicant to place a resolution request on the local board or council agenda immediately to avoid funding delays.**

** Sample of Resolution of Governing Board, see page 16*

F. Proposal Components

Please use the following checklist to ensure that all copies of the completed proposal contain the required components in the order listed below:

- Proposal Cover Sheet
- Scope of Work
- Budget Detail
- Other Funding Sources

Failure to include all necessary forms may result in the rejection of the proposal or will result in a lower score in the rating process. ABC will not advise applicants that their proposal is incomplete prior to its rejection.

G. Eligibility Criteria

In accordance with the State Budget Act, only **Law Enforcement Agencies** within the State of California may apply.

H. Funding Priorities

In awarding grants, ABC has established the following funding priorities that are not listed in priority order:

1. General Priority Considerations

- To provide funds to projects which operate in a service area with an identifiable alcohol-related problem associated with alcoholic beverage licensed establishments and/or where there is a demonstrated need for services.
- To provide funds to projects that clearly demonstrate the intent to engage in prevention efforts.
- To provide funds for projects with the intent to provide continual training to officers/deputies on ABC education, prevention, and enforcement measures, so those officers/deputies can carry out these programs after the grant cycle has been completed.
- To distribute awards geographically throughout the State.

2. Program Specific Considerations

Minor Decoy Programs: Applicants should demonstrate a willingness to conduct Minor Decoy Operations at both On-Sale and Off-Sale locations.

Training: Applicants should demonstrate a willingness to host and facilitate a Target Responsibility for Alcohol Connected Emergencies (TRACE) training.

- Coordination with District Attorney's Office: Applicants should demonstrate that the District Attorney's or City Attorney's Office is willing to prosecute ABC related cases.

II. PREPARING PROPOSALS

A. General

When completed, the following forms become the proposal to be submitted to ABC for consideration, Proposal Cover Sheet, Scope of Work, and Budget Detail. Instructions for completion of each required form is provided either on the form itself or in the section describing the requirements. Each form must be completed according to the instructions.

Proposals must be typed or computer-generated using the application template provided. Font size shall not be modified.

****No additional pages or attachments will be accepted or reviewed.***

B. Proposal Cover Sheet

The Proposal Cover Sheet is the cover page for the proposal and serves as a preliminary agreement between the applicant and ABC. The individual signing the cover sheet for the applicant must be in a position to provide reasonable assurance that the project will conform to ABC requirements if selected for funding. This person's wet signature (not a stamped, photocopied or facsimile version) must be on the Proposal Cover Sheet submitted to ABC.

C. Scope of Work

The Scope of Work is the main body of information which describes the applicant's need for funding and the plan to address a community's problems/issues through appropriate and achievable objectives and activities. The Scope of Work should be a detailed description of the project, explaining how it is designed, how it will be implemented, who will be involved, and what results are expected.

The Scope of Work must be no more than four (4) typewritten pages of standard formatting. See enclosed Grant Forms package for appropriate forms.

When preparing the scope of work, follow the format and address each of the following five areas.

1. Summary

- a. Agency Description – Provide a brief summary of your city or county's history, geography, demographics, government, politics and services and the law enforcement department's size.
- b. Funding Requested – Dollar amount requested.
- c. Number of ABC Licensed Locations – List the number of on-sale and off-sale licenses in your jurisdiction. Information can be obtained from your local ABC district office or the ABC website @ www.abc.ca.gov.

2. Project Personnel – Describe the staffing required to carry out the grant objectives as supported by the proposed budget.

- a. Number of *allotted* full time Peace Officer positions – State the number of full time Peace Officer positions allotted to your agency.
- b. Include the number of staff, type of staff, and staff qualifications.
- c. Include unit/division that will be responsible for the grant.
- d. Include the names, rank, and current assignment of personnel involved.
- e. Submit documentation from your annual budget or other supporting document to substantiate this number.

3. Problem Statement – Describe the issues or problems to be addressed with grant funds.

- a. Clearly identify the area to be served, any specific problem locations, any specific community concerns, and the factors contributing to the problem.

4. Project Description – What are the goals and objectives of the proposed project? (Refer to list of APP Grant Operations found on page 13)

- a. List goals and objectives in order of highest priority to lowest priority.
- b. Each goal must include a measurable outcome and must include the desired outcome.
- c. Summarize the key characteristics and description of each goal and include any relevant information that ABC should take into consideration.
- d. You are also encouraged to utilize ABC enforcement strategies that target the illegal purchasing of alcoholic beverages as well as the illegal sale of alcoholic beverages.

5. Budget Detail

The Budget Detail Worksheet has been developed to assist applicants with describing all costs associated with this application. The budget is the basis for management, fiscal review, and audit. This worksheet must clearly describe all expenditures the applicant wishes to fund under this grant. All project costs must be reasonable and directly related to the objectives and activities of the project.

6. Other Funding Source

Describe other funds that your department will contribute towards the success of this project.

III. SELECTION OF PROPOSALS FOR FUNDING

Evaluation

ABC will appoint a selection committee to read, evaluate, and rate all proposals. To be considered for funding, the proposal must be complete and in accordance with the RFP and the Grantee Handbook. ***Incomplete proposals may be rejected or result in a lower rating.***

Recommendations for funding will be based on the following:

- The proposal rating score
- Consideration of the funding priorities

Selection

The selection committee will submit recommendations for funding to the Director of the Department of Alcoholic Beverage Control for final selection.

IV. PROCESSING GRANT AWARDS

Notification of Grant Award

The following are the sequential steps the Department of Alcoholic Beverage Control will take in processing grant awards:

1. Applicants submit proposals to ABC
2. ABC receives proposals
3. ABC pre-screens proposals for eligibility
4. Selection committee reads and scores proposals
5. Selection committee submits selection recommendations to the ABC Director
6. ABC Director makes final funding decision
7. ABC sends selection notification letter to all applicants, successful and unsuccessful
8. ABC sends approved contract to grant applicant for signature and return to ABC
9. ABC reviews and finalizes with signatures for completion
10. ABC sends fully executed copy to applicant

V. USEFUL INFORMATION

SPECIAL PROGRAMS

The following is a description of ABC's enforcement strategies that, when used together in a comprehensive program, achieve dramatic results in combating alcohol-related crimes. We encourage all grant proposals to include a variety of these strategies.

IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies)

The IMPACT Program is a prevention and education program. Its main objective is to teach licensees how they can help reduce alcohol-related crime. The program is a change from the traditional law enforcement philosophy. It is designed as a crime preventive approach in a relaxed atmosphere of cooperation between merchants and law enforcement officers.

During an IMPACT Inspection, officers remind licensees of the responsibilities and accountability associated with the sale of alcohol. The officers also inspect licensed premises for compliance with State and local laws.

If a licensee is not in compliance, the officers will tell the licensee or employee on duty what issues need to be addressed and provide copies of any laws or rules. Licensees must then correct any problems. Later, officers/deputies will conduct follow-up visits.

LEAD (Licensee Education on Alcohol and Drugs)

The LEAD Program is a free, voluntary prevention and education program for retail licensees, their employees, and applicants. Its mission is to provide high quality, effective, and educationally sound training on alcohol responsibility and the law.

The curriculum is designed for licensees, managers, and employees. There is no separate management curriculum. Program length is 3 1/2 hours, except for Fairs/Special Events Training, which is 2 hours. Participation is limited to 50 persons per class.

MINOR DECOY

This program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the minor decoy program is repeatedly used.

ROSTF (Retail Operating Standards Task Force)

ROSTF is a pro-active strategy to address public nuisance problems at the point of sale on a community-wide scale. ROSTF is operated similar to an IMPACT program, but ABC Agents and local law enforcement officers gather evidence of specific violations of Section 25612.5 Business and Professions Code (B&P). This law requires licensees to, among other things, remove litter daily, control graffiti, provide exterior illumination, and keep windows and doors clear of excess signage.

SHOULDER TAP

“Shoulder Tap” is a common method used by persons under age 21 to solicit a person to purchase and furnish them with alcoholic beverages. The Shoulder Tap Program is an enforcement program used by ABC and local law enforcement agencies to detect and deter shoulder tap activity. During the program, a minor decoy under the direct supervision of law enforcement officers/deputies, solicits adults outside ABC licensed stores to buy the minor alcohol.

Any person seen furnishing alcohol to the minor decoy is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

TRAP DOOR

Trap Door is an operation that targets minors who are either trying to purchase alcohol or trying to enter a bar or night club with a false ID. During the operation, officer's/deputies work directly with employees of ABC licensed premises to detect and then cite the person trying to use the false ID.

List of APP Grant Operations

1. Minor Decoy Operation
2. Shoulder Tap Operation
3. Annual Statewide Shoulder Tap Operation
4. IMPACT Inspections (# of ABC Licensed Premises)
5. IMPACT Operation (# of Operations)
6. ROSTF Inspection (# of ABC Licensed Premises)
7. ROSTF Operation (# of Operations)
8. Trap Door Operation(s)
9. Cops in Shops Operation(s)
10. LEAD Training (Host/Provide)
11. LEAD Training (Facilitate/Coordinate)
12. LEAD Training (Notify)
13. Press Release
14. Social Media Release
15. Public Service Announcement
16. Disorderly Operation(s)
17. Problematic ABC Premises Operation(s)
18. Undercover Operation(s)
19. Narcotics Operation(s)
20. Drink Solicitation Operation(s)
21. Plainclothes Operation(s)
22. General Enforcement Operation(s)
23. Multi-Agency Task Force Operation(s)
24. Drunk Decoy Operation(s)
25. Special Event Operation (Festival, Sporting Event, Concert, Fair...)
26. DUI Check Point Operation(s)
27. Party Patrol Operation(s)
28. ABC Warrant Sweep Operation(s)
29. Roll Call ABC Training(s) to Officers/Deputies
30. Patrol Briefing(s) on ABC Laws
31. Alcohol Awareness Presentation (School, Community...)
32. Community Meeting/Outreach
33. *Other: Provide a brief description*

SAMPLE GOALS AND OBJECTIVES

ABC provides the following samples to help guide and give ideas to build upon. Incorporate those that will help solve the problems within your jurisdiction. We encourage applicants to develop their own objectives that they feel will address the problems in their jurisdiction.

1. Identify and target problematic ABC licensed establishments.
 2. Develop and implement a multi-agency task force concept (involving ABC, Labor Law, Health Department, code enforcement, etc.) to target disorderly locations.
 3. If applicable, identify alcohol related concerns that may be emanating from specific public attractions/facilities (such as: major universities, sports arenas, entertainment districts/venues, etc.). Articulate how you would mitigate issues stemming from these areas.
 4. Develop and implement an ongoing standard operating ABC enforcement procedure and training program within the agency.
 5. Conduct ____ task force operations targeting disorderly-licensed premises.
 6. Prepare a written evaluation of the existing system of transmitting arrest reports involving licensees to the ABC (as required by Section 24202 Business & Professions Code).
 7. Implement a new/improved system of transmitting arrest reports by ____ (specific time frame).
 8. Conduct at least ____ Minor Decoy operations.*
 9. Conduct at least ____ "Shoulder Tap" operations.*
- *Please do not combine Minor Decoy and Shoulder Tap Operations as one goal.*
10. Provide roll call training on alcohol-related issues for all sworn personnel on a regular and continual basis. (Be specific as to how often and when you plan to implement this objective.)
 11. Coordinate and conduct ____ IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Operations.

Or

Coordinate and conduct IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Operations at ____% of the licensed premises within our jurisdiction.

12. Schedule and coordinate ____ LEAD (Licensee Education on Alcohol and Drugs) Classes.
13. Develop a policy and procedure to inform citizens in our community about this project and give periodic updates on the status and accomplishments of the project.
14. Issue ____ press releases regarding the grant and/or the activities conducted under the grant.

*** SAMPLE ***

RESOLUTION OF THE GOVERNING BOARD

WHEREAS, THE (applicant) desires to undertake a certain project designated as (project title) to be funded in part from funds made available through the Alcohol Policing Partnership (APP) Program administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the (designated official by title only) of the (County or City) is authorized to execute on behalf of (Governing Board) the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the (governing body) of (unit of local government or organization) in a meeting thereof held on (date) by the following:

Vote:

Ayes:

Nays:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

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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
Carlos Hernandez, Assistant to the City Manager

Date: April 2, 2024

Subject: Discussion and Consideration to Authorize Acceptance of the California Governor's Office of Planning and Research Grant for the Adaptation Planning Grant Program, Adopt a Resolution Appropriating the Funds, and Approve a Professional Services Agreement with Rincon Consultants Inc. to Complete the Climate Action and Resilience Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the acceptance of the California Governor's Office of Planning and Research Grant Funds for the Adaptation Planning Grant Program in the amount of \$599,918.18 (Attachment "A" – Contract No. 2231);
- b. Adopt Resolution No. 8295 (Attachment "B") amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the funds and increase the Operating Grants (Fund 110) revenues and expenditures;
- c. Approve a Professional Services Agreement (Attachment "C" – Contract No. 2236) with Rincon Consultants Inc., in an amount not-to-exceed \$351,598 to develop the City's Climate Action and Resilience Plan (CARP) and update the Circulation and Open Space/Conservation/Parks-Recreation General Plan Elements;
- d. Authorize the City Manager to make non-substantive changes and execute all related documents; and
- e. Provide direction to staff as to which funding source should be used for the California Environmental Quality Act (CEQA) analysis.

BACKGROUND:

1. In November 2021, the City submitted a grant application to Southern California Gas Company (SoCalGas) to obtain funds through the SoCalGas Climate Adaptation and Resiliency Planning grant program.

Discussion and Consideration to Authorize the Acceptance of the California Governor’s Office of Planning and Research Grant for the Adaptation Planning Grant Program, Adopt a Resolution Appropriating the Funds, and Approve a Professional Services Agreement with Rincon Consultants Inc. to Complete the Climate Action and Resilience Plan

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2. On December 1, 2021, the City was awarded a \$50,000 grant from SoCalGas for preparation of the City’s Climate Adaptation and Resilience Plan.
3. On March 21, 2022, the City issued a Request for Proposals (RFP) from qualified consultants to prepare the City’s Climate Action and Resilience Plan (CARP) and proposals were received by the due date of April 11, 2022.
4. On October 17, 2022, the City Council appropriated the \$50,000 SoCalGas funding for Phase I of the Climate action and Resilience Plan and approved an agreement with Rincon Consultants Inc. (Rincon) (Attachment “D” – Contract No. 2116) to prepare the City’s CARP – Phase 1.
5. On March 30, 2023, the City, as the lead applicant, submitted an application to Office of Planning and Research – Adaptation Planning Grant Program with the community partners - Fernandeano Tataviam Band of Mission Indians (FTBMI), Pacoima Beautiful, and Climate Resolve to develop a Climate Action and Resilience Plan and update the City’s Circulation and Open Space/Conservation/Parks & Recreation Elements of the General Plan.
6. On June 13, 2023, the City was notified of successfully receiving the grant in the amount of \$599,918.18.
7. On January 29, 2024, Agreement Number OPR23125 (Attachment “A” – Contract No. 2231) was fully executed between the City and the State of California Office of Planning and Research funding the City and Community Partner’s Grant Application to develop a Climate Action and Resilience Plan and update the City’s Circulation and Open Space/Conservation/Parks & Recreation Elements of the General Plan. .
8. On February 20, 2024, Rincon presented Phase I of the CARP Project, which summarized existing conditions data for San Fernando, including a Greenhouse Gas (GHG) Emissions Inventory and Vulnerability Assessment.

ANALYSIS:

A Climate Action and Resilience Plan (CARP) serves as a strategic framework designed to mitigate the adverse effects of climate change while fostering resilience within communities and ecosystems. Its primary purpose is to identify and implement measures that reduce greenhouse gas emissions, adapt to changing environmental conditions, and enhance preparedness for climate-related challenges. By prioritizing sustainable practices, such as renewable energy adoption, green infrastructure development, and carbon footprint reduction initiatives, these plans aim to curb global warming and limit the severity of its impacts. Additionally, they foster

Discussion and Consideration to Authorize the Acceptance of the California Governor’s Office of Planning and Research Grant for the Adaptation Planning Grant Program, Adopt a Resolution Appropriating the Funds, and Approve a Professional Services Agreement with Rincon Consultants Inc. to Complete the Climate Action and Resilience Plan

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collaboration among stakeholders, promote innovation in sustainable technologies, and create economic opportunities in emerging green industries. A CARP focuses on strategies for adapting and being resilient to climate change.

The City planned for the CARP to be completed in two phases to ensure the progression of the project as funding was available. The RFP was written to solicit proposals from firms that could complete the project in phases. Rincon was selected as the firm to complete the CARP. The CARP was organized in two phases, and the Southern California Gas grant was able to fund Phase 1 and the Office of Planning and Research grant will fund Phase 2.

Phase 1 involved preliminary data collection and analysis of GHG Emissions Inventory and a Vulnerability Assessment. On February 20, 2024, these reports were presented to City Council. Phase 2 will build upon the information gathered in Phase 1. Phase 2 will focus on identifying strategies and actions to mitigate climate change through GHG emission reductions in the most cost-effective manner and include strategies for climate adaptation and resilience. Extensive community engagement will also be included as part of Phase 2, led by community partners, Pacoima Beautiful, FTBMI, and Climate Resolves. The final CARP will support updating the City’s General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements. Rincon’s scope includes the CARP as well as the General Plan updates.

All activities are to be completed by January 31, 2026. The table below shows the summary of the project’s major tasks and identifies the lead organization:

Task	Description	Partners Involved
Project Management	This task includes completion of kick-off meetings and regular project check-in meetings, as well as quality control, communication and project status reports.	City through Rincon will act as the lead.
Community Outreach and Engagement	Outreach and engagement will include a detailed plan and activities such as a planning 101 series, a survey, community meetings, walk-shops, creating an advisory group, conducting public hearings.	Climate Resolve or Pacoima Beautiful will act as the lead depending on the specific activity and the City, Rincon and the FTBMI will support and collaborate in the efforts.

Discussion and Consideration to Authorize the Acceptance of the California Governor’s Office of Planning and Research Grant for the Adaptation Planning Grant Program, Adopt a Resolution Appropriating the Funds, and Approve a Professional Services Agreement with Rincon Consultants Inc. to Complete the Climate Action and Resilience Plan

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General Plan Updates	An update and transformation of the City’s Circulation Element into a Mobility Element and update to the Open Space/Conservation/Parks and Recreation Element.	Rincon will lead the updates and the City will process updates.
Forecasting and Targeting	Develop a forecasting and reduction targets memorandum.	Rincon will draft documents
Develop Policies and Strategies	Adaptation measures will be developed that contribute to increasing resilience to climate change in San Fernando.	Rincon will lead the development of the documents, Climate Resolve and the FTBMI will support and collaborate in the efforts.
Climate Action & Resilience Plan	The CARP will be informed by the GHG emissions inventory, vulnerability assessment, emissions forecast, and reduction targets. The CARP will provide a creative and innovative roadmap for the City to achieve emission reductions and will include both near-term and long-term GHG emissions reduction and adaptation/resilience measures as well as the departments and community partners who will generally be responsible for implementing them. The CARP will set key performance indicators (KPI) that will help define a successful implementation of the CARP strategy as well as measure progress over time.	Rincon will finalize the plan and the City will process and consider for adoption
CEQA Review	A IS-ND will be prepared. The IS-ND will address all the items on the CEQA environmental checklist. To the maximum extent feasible, existing background reports, technical studies and other available databases will be used. Additionally, the required technical analysis will be conducted to support the IS-ND.	Rincon will provide the analysis and IS/ND. The City will process and adopt.

Discussion and Consideration to Authorize the Acceptance of the California Governor’s Office of Planning and Research Grant for the Adaptation Planning Grant Program, Adopt a Resolution Appropriating the Funds, and Approve a Professional Services Agreement with Rincon Consultants Inc. to Complete the Climate Action and Resilience Plan

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BUDGET IMPACT:

The grant funding of \$599,918.18 covers the cost of the identified tasks in the chart above, with the exception of the CEQA review. The grant prohibits using the funds for CEQA related work; however, the CARP and updates to the General Plan elements are subject to CEQA. Specifically, \$37,861 of the \$351,598 of the professional service agreement with Rincon Consultants Inc. is not funded by the grant. Although, it should be noted that this grant does not require a match and therefore, the cost of CEQA can be considered as an informal match requirement. To cover the remaining \$37,861 cost of CEQA, staff recommends using General Fund Capital Outlay Funds available in Fund 032. Sufficient funds are available to transfer from the miscellaneous projects to fund the CEQA review, pending approval.

Adoption of Resolution No. 8295 increases the Operating Grants (Fund 110) revenues and expenditures by \$599,918.18 for FY 2023-2024 and provides funding to prepare a Climate Action and Resilience Plan and update the Circulation and Open Space/Conservation/Parks-Recreation General Plan Elements.

SOURCES		
Fund	Account Number	Allocation
OPR Adaptation Planning Grant	Fund 110	\$ 599,918.18
Capital Outlay Fund	Fund 032	\$ 37,861.00
	Total Sources:	\$ 637,779.18

USES		
Activities	Account Number	Cost
Project Meetings & Management	110-150-xxxx-4270	\$ 71,470.00
Community Outreach	110-150-xxxx-4270	\$ 249,614.28
General Plan Updates	110-150-xxxx-4270	\$ 206,108.50
Forecasting and Targeting	110-150-xxxx-4270	\$ 7,642.00
Develop Policies & Strategies	110-150-xxxx-4270	\$ 33,572.40
Climate Action and Resilience Plan	110-150-xxxx-4270	\$ 31,511.00
	<i>Subtotal:</i>	<i>\$ 599,918.18</i>
CEQA Analysis	032-150-xxxx-4270	\$ 37,861.00
	Total Uses:	\$ 637,779.18

Discussion and Consideration to Authorize the Acceptance of the California Governor’s Office of Planning and Research Grant for the Adaptation Planning Grant Program, Adopt a Resolution Appropriating the Funds, and Approve a Professional Services Agreement with Rincon Consultants Inc. to Complete the Climate Action and Resilience Plan

Page 6 of 6

CONCLUSION:

Staff recommends that the City Council accept the Office of Planning and Research Adaptation Planning Grant funds; adopt Resolution No. 8295 increasing the Operating Grants (Fund 110) revenues and expenditures by \$599,918.18 for FY 2023-2024, approve a Professional Services Agreement with Rincon Consultants Inc. to prepare a Climate Action and Resilience Plan and update the Circulation and Open Space/Conservation/Parks-Recreation General Plan Elements; and direct staff which funding source should be used to pay for CEQA analysis; and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Contract No. 2231 - OPR Agreement No. OPR23125
- B. Resolution No. 8295
- C. Contract No. 2236, including:
 - Exhibit “A”: City Request for Proposal
 - Exhibit “B”: Rincon Consultants Inc. Proposal
 - Exhibit “C”: CARP Phase 2 Proposal and Timeline
- D. Contract No. 2116 – Rincon Consultants for CARP – Phase 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER OPR23125	PURCHASING AUTHORITY NUMBER (If Applicable) OPR-0650
-------------------------------------	--

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 Office of Planning and Research, hereinafter referred to as STATE

CONTRACTOR NAME
 City of San Fernando, hereinafter referred to as CONTRACTOR

2. The term of this Agreement is:
 START DATE
 01/25/2024 Or Upon Approval

THROUGH END DATE
 1/31/2026

3. The maximum amount of this Agreement is:
 \$599,918.18 (Five Hundred Ninety-Nine Thousand, Nine Hundred Eighteen Dollars and Eighteen Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	3
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	APGP Guidelines	1
+ - Exhibit F	Award Letter	1
+ - Exhibit G	Grant Application	6
+ - Exhibit H	APGP Communications Kit	30

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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.)
 City of San Fernando

CONTRACTOR BUSINESS ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP 91340
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PRINTED NAME OF PERSON SIGNING Nick Kimball	TITLE City Manager
--	-----------------------

CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 1/25/2024
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER OPR23125	PURCHASING AUTHORITY NUMBER (If Applicable) OPR-0650
-------------------------------------	--

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Office of Planning and Research

CONTRACTING AGENCY ADDRESS

1400 Tenth Street

CITY

Sacramento

STATE

CA

ZIP

95814

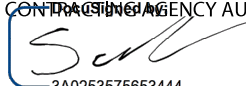
PRINTED NAME OF PERSON SIGNING

Saharnaz Mirzazad

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

1/29/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt- SCM Vol 1 4.04(A)(4)

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPR23125, City of San Fernando

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Exhibit A: SCOPE OF WORK

1. Purpose of the Agreement

The purpose of this agreement, which includes Standard Agreement form 213 (STD 213), and all exhibits and attachments (collectively referred to as “Grant Agreement”) is to memorialize the terms and conditions related to the Office of Planning and Research’s (OPR) award of grant funds to [GRANTEE NAME] (“the Grantee”).

This Grant Agreement is authorized by the State’s 2021-2022 Budget (Senate Bill (SB) 170 (Skinner, Chapter 240, Statutes of 2021), which appropriated funding for the Adaptation Planning Grant Program (APGP). The APGP provides funding in the form of Planning Grants to help fill planning needs, provide communities the resources to identify climate resilience priorities, and ultimately support the development of climate resilient projects across the state. The Planning Grants are intended to prepare communities for future funding opportunities in programs that align with the APGP’s objectives.

The APGP is administered by OPR. The Grant Agreement will be executed between the Grantee and the OPR, which collectively are referred to as “Parties.” “Co-applicants” identified in the APGP Application are referred to as “Partners” in this Agreement but are not parties to it. (See [Exhibit A, Section 6G](#)) for requirements regarding partnership agreements for Grantees and Partners.)

2. The Project is Defined by the Application and Award Letter

OPR released the final APGP Guidelines for this Grant Agreement on January 6, 2023 (hereafter, “the Grant Guidelines” or “the Guidelines”) ([Exhibit E](#)). In accordance with the Guidelines, Grantee submitted its application (“Application”) ([Exhibit G](#)) and on March 31, 2023. OPR awarded a grant to fund the project described in the Application, subject to any conditions contained within the Award Letter ([Exhibit F](#)). This project, described in the Application and Award Letter, will be referred to as the “Project” throughout this Grant Agreement.

The Guidelines, the Application, and the Award Letter are hereby incorporated into this Agreement.

3. Grant Term

The Agreement is entered between the **City of San Fernando** (Grantee) and the Governor’s Office of Planning and Research- Adaptation Planning Grant Program (APGP) (OPR or State), collectively known as the “parties”. The term of this Grant Agreement will commence on **January 25, 2024**, or the date when the Agreement has been signed and fully executed by all parties. Grantee shall not receive payment for work performed prior to approval of Agreement. The Agreement shall expire on **January 31, 2026** . All work outlined in the Project must be completed within thirty months of executing the Grant Agreement.

The total dollar amount of this agreement must not exceed **\$599,918.18** (Five Hundred Ninety-Nine Thousand, Nine Hundred Eighteen Dollars and Eighteen Cents). Please refer to **Attachment 4, Budget Detail Worksheet**, for budget breakdown.

4. Authorized Signatories

The OPR Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the OPR.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify OPR in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Party Representatives

The Party Representatives are the primary contacts for the OPR and Grantee. The Party Representatives during the Grant Term are:

OPR

Name	Title	Phone Number	Email
Abby Edwards	Manager	(916) 748-0597	abby.edwards@opr.ca.gov
Brandon Harrell	Senior Planner	(916) 758-0563	brandon.harrell@opr.ca.gov

Grantee

Name	Title	Phone Number	Email
Nick Kimball	City Manager	818-898-1203	nkimball@sfcity.org
Erika Ramirez	Community Development Director	818-898-7329	emelton@sfcity.org
Carlos Hernandez	Asst. to the City Manager	818-898-1226	chernandez@sfcity.org

OPR and Grantee must keep the Party Representative(s) up to date. Any changes to the Party Representatives by either Grantee or OPR shall be made by providing notice within seven (7) working days of the change to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

6. Grantee Responsibilities

OPR will notify the Grantee when work may proceed. Grantee is responsible for:

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
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([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).

- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template ([Attachment 5](#)).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).
- G. Entering into a partnership agreement with Co-Applicant(s), if any, and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the OPR, Grantee must use the OPR-provided online submission platform, once available, OPR will notify Grantee once the submission platform is available. Until the submission platform is available, Grantee must email the documents and all emails must contain the Grant Agreement number and Grantee's name in the subject line.

8. Reporting Requirements

During the Grant Term, Grantee will be required to participate in regular check-in meetings with OPR's APGP staff and submit progress reports.

A. Check-Ins

- i. Grantee must participate in regular check-in meetings with APGP staff and report on project progress toward meeting High Level Activities identified in the Work Plan along with any Performance Metrics and Timeliness related to that progress. The Grantee's check-in meeting schedule will align with the invoicing frequency set forth in Exhibit B, Section 2. The Grantee must participate in no fewer than two check-in meetings per year.

B. Progress Reports

- i. Grantee will submit progress reports to accompany all invoices submitted pursuant to [Exhibit B, Section 2](#). The progress reports must contain documentation of the work performed and should discuss how that work

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPR23125, City of San Fernando

- relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)). Grantees may use the space in the “Progress Report” heading of the invoice template ([Attachment 5](#)) to submit their progress reports.
- ii. Grantee will submit a mid-term progress report to OPR half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)). The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan (Attachment 2) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee.
 - d. Feedback on the implementation process for APGP program staff including barriers, challenges, and opportunities.
 - iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - e. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - f. Use the Final Report Template, which is attached as [Attachment 3](#).
 - g. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - h. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.

Exhibit B: Budget Detail and Payment Provisions

1. Fiscal Administration and Payment

- A. The Grantee is responsible for maintaining records that fully disclose its activities to implement the Project. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the OPR, of the accuracy of the records and the eligibility of the expenditures charged to APGP grant funds. If the eligibility of the expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed.
- B. To receive payments of grant funds, Grantee must submit to OPR the documentation listed in [Exhibit B, Section 2](#). Advance payments are not permitted under this Grant Agreement.
- C. Upon receipt and approval of an itemized invoice and required documentation, OPR agrees to reimburse Grantee for actual costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- D. OPR will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- E. Payment shall be made within forty-five (45) days of receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- F. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Grantee must submit the invoices to the online submission platform, once available. OPR will notify Grantee once the submission platform is available.
- B. Until the submission platform is available, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager identified by OPR in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
 - iv. The Progress Report as specified in [Exhibit A, Section 8A](#). Grantees may use the Progress Report space included in the Invoice form ([Attachment 5](#)). The

work documented in the progress report should refer to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)).

- C. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to OPR but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- D. At any time, OPR may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. 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 have no further force nor effect. In this event, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OPR shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that OPR cancels the Grant Agreement, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. All costs to be reimbursed must be reasonable.
- C. Indirect costs exceeding twenty percent (20%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.
- D. OPR will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the Grant Term.

- A. OPR will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, and receipts for lodging and transportation) showing the date and

purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement indemnifies and holds harmless OPR and the State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date as specified in this Section and [Exhibit B, Section 8](#).
- B. Changes of up to twenty percent (20%) of the cost of tasks outlined in the Budget Detail Worksheet ([Attachment 4](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Total costs cannot exceed the maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- C. Moderate changes to deliverable due dates and minor changes to subtask descriptions in the Work Plan ([Attachment 2](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#). Material changes include:
 - i. Cost changes of more than twenty percent (20%) between tasks in the Budget Detail Worksheet
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Significant changes to deliverable due dates
 - iv. Change in Partners, see [Exhibit A, Section 1](#)
 - v. Other changes deemed material by the Grant Manager

8. Amendments

- A. This section applies to all amendments to this Grant Agreement, except for the following:
 - i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to Party Representatives as set forth in [Exhibit A, Section 4](#).
 - iii. Non-Material changes to the Work Plan and Budget Detail Worksheet as set forth in [Exhibit B, Section 7](#).
- B. For all other amendments, Grantee must request and obtain prior written approval before any amendment to this Grant Agreement is valid.
- C. Request for amendments must:

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPR23125, City of San Fernando

- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee for Grantee.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the proposed amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of OPR in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit and Accounting

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.
- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties

for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, 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 Grant 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 Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of OPR.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee 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 Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPR23125, City of San Fernando

10. Timeliness

Time is of the essence in this Grant Agreement. OPR and Grantee will work collaboratively to ensure this Grant Agreement and the Project are administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits.

Grantee is responsible for complying with all applicable requirements, if any, of the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000 et seq.) for the Project are met. OPR's selection of a Project for a planning grant does not foreclose appropriate consideration of alternatives or mitigation measures that would reduce or eliminate adverse environmental effects of any project during the CEQA review process. Nor does it foreclose the possibility that the project may be denied due to its significant environmental effects, if any. No work that is subject to CEQA may proceed until clearance is given by all lead and responsible agencies.

2. Subcontractors and Partners

OPR's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between OPR and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to OPR for the acts and omissions of Partners and 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 Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from OPR's obligation to make payments to Grantee. As a result, OPR shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement. It is the responsibility of the Grantee to monitor the Project to ensure that it is completed in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The “Notice of Dispute” shall be sent to the following address, with copies sent via email to the OPR contacts in [Exhibit A, Section 4](#):

Governor’s Office of Planning and Research
APGP
Attn: APGA Program Manager
1400 Tenth Street
Sacramento, CA 95814

- ii. Within 30 days after receipt of the “Notice of Dispute,” the OPR APGP Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
- iii. The written dispute decision of the OPR APGP Program Manager is considered final and cannot be disputed further by the Grantee.

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or OPR to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from OPR, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against OPR, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of OPR, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. A Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
- C. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee or its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (Labor Code, § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover

liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

- D. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.
- E. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted OPR within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
- F. Grantee must notify OPR prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of OPR, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from OPR to stop work, Grantee shall cease all work under this Grant Agreement. OPR has the sole discretion to determine that Grantee meets the terms and conditions of this Grant Agreement after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Remedies of Nonperformance

Grantee's failure to comply with any of the terms and conditions of this Agreement shall constitute a breach of this Agreement. OPR will give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

In addition to the other remedies that may be available to OPR in law or equity for breach of this Agreement, OPR may at its discretion exercise the following remedies:

- A. Undertake the dispute resolution process set forth at [Exhibit D, Section 5](#);
- B. Issue a stop work order pursuant to [Exhibit D, Section 9](#);
- C. Disqualify the Grantee from applying for future APGP funds or other OPR administered grant programs;
- D. Revoke existing APGP grant funds to the Grantee;
- E. Require the repayment of APGP grant funds disbursed and expended under this Agreement;
- F. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the APGP Guidelines and this Agreement;
- G. Other remedies available by law, or by and through this Agreement. All remedies available to OPR are cumulative and not exclusive.

11. Publicity

Grantee agrees that it will acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the APGP. OPR staff will provide OPR logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the Communications Kit provided by OPR ([Exhibit H](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, Grantee shall contact the Grant Manager.

- A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about OPR, APGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for climate impacts.

The APGP addresses this capacity gap by providing funding to help fill planning needs, providing communities with the resources to identify climate resilience priorities, and supporting the development of climate resilience projects across the state. The APGP enables communities to climate risk and adaptation considerations into planning activities and prepare for climate readiness and resilience in the long term.

- The APGP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.*
- Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a focus on solutions that both address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.*

Learn more: <https://opr.ca.gov/climate/icarp/>

- A. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:

Long version:

“[Project Name] is supported by the Adaptation Planning Grant Program at the Governor's Office of Planning and Research (OPR). The Adaptation Planning Grant Program is an initiative of OPR's Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate

adaptation and resilience in California by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

“[Project Name] is supported by the Adaptation Planning Grant Program implemented by the Governor’s Office of Planning and Research.”

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words “Funded by.”

- B. Media Inquiries: Grantee must provide to OPR the name, phone number, and email address of Grantee’s point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant.
- C. Communications Materials and Photos: Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.
- D. Social Media: Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. LinkedIn: @Governor’s Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #APGP should be tagged on all posts related to the APGP grant. Use of the hashtags #CAresilience and #ICARP and related variations is also encouraged.

12. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person’s or organization’s policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

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C. Every employee who works on this Grant Agreement will:

- i. Receive a copy of the company's drug-free workplace policy statement.
- ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if OPR determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code, § 8350 et seq.).

13. Americans with Disabilities Act

Grantee will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

14. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

15. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

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Exhibit E, [APGP Guidelines](#)

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPR23125, City of San Fernando

Exhibit F, Award Letter



State of California
Governor's Office of Planning and Research
1400 10th Street, Sacramento, California, 95814
info@opr.ca.gov | opr.ca.gov



Governor Gavin Newsom

Director Sam Assefa

June 8, 2023

Carlos Covington
CHernandez@sfcity.org

RE: Award Notification – Adaptation Planning Grant Program, Round 1, Planning Grant Award, City of San Fernando, City of San Fernando Climate Action and Resilience Plan

Dear Carlos and partners,

The Governor's Office of Planning and Research is pleased to inform you that City of San Fernando has been selected as a Round 1 Grantee for the Adaptation Planning Grant Program award of \$599,918.18 for the City of San Fernando Climate Action and Resilience Plan. Round 1 of APGP is funded by a FY 2021-2022 budget appropriation from the General Fund. This program provides funding to help fill local, regional, and tribal planning needs, provides communities the resources to identify climate resilience priorities, and supports the development of a pipeline of climate resilient infrastructure projects across the state. Congratulations on your successful application.

APGP staff will schedule a kickoff meeting to discuss next steps, to address any outstanding issues or questions identified by staff and the interagency review panel, as well as finalize the partnership and grant agreement. Grantees and Partners will need to work closely and collaboratively with staff to address all issues and finalize the partnership agreement prior to grant execution.

Following execution of the grant agreement, grant funds will be disbursed on a quarterly basis for eligible direct and indirect costs unless otherwise specified. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution.

We look forward to our partnership in the coming years. If you have any questions, please contact Abby Edwards, APGP Program Manager, at abby.edwards@opr.ca.gov.

Sincerely,

Sam Assefa

Director

Governor's Office of Planning and Research

Exhibit G, Grant Application

Application Narrative

Project Vision & Priorities

The San Fernando General Plan has not been comprehensively updated since 1987 and therefore contains exceedingly outdated or incomplete information and lacks strategies on resilience and adaptation. Updating the City of San Fernando's General Plan and completing a Climate Action and Resilience Plan (CARP) is crucial to effective resiliency planning, as it presents an opportunity to align data analysis, resources, and policy solutions with other local, regional, and state initiatives, plans, and goals. The General Plan Updates and CARP project will undertake community engagement early to generate input that can meaningfully influence the planning process and generate community-supported adaptation and mitigation measures. By adopting an equity lens and incorporating strategies to reduce risk and improve resiliency across all elements cohesively, the City can develop targeted strategies to address disparities and support vulnerable populations during emergencies in a more holistic and integrated fashion.

Furthermore, to complete the City of San Fernando's CARP Phase 2 project will build on the Phase 1 process that begins with data gathering and technical assessments. The proposed Phase 2 work includes a robust engagement process to define equity principles and gather input to round out our understanding of climate impacts and the ability for communities to adapt and prepare. These steps are followed by initial measure development with City departments, followed by robust community and stakeholder input through outreach and engagement, in order to have measures incorporated into a draft CARP and a final CARP for adoption by the San Fernando City Council.

Community Need & Adaptive Capacity

The City of San Fernando is a predominantly Latino, working class community. A large portion of the population is foreign born, and many households are monolingual, Spanish speaking. Because of this, the community is subject to many barriers to obtain a driver's license, purchase a car, and pay for car insurance.

The City is burdened by a number of environmental hazards that put community members' health at risk. All of the four census tracts within the City are categorized as both a Low-Income Community (AB 1550) and SB 535 Disadvantaged Community (CalEnviroScreen) (Figure 1). This is due largely to close proximity to three freeways (Interstate 5, Interstate 210, and State Route 118) and industrial zones.

City of San Fernando - CalEnviroScreen4.0 (CES4.0)
 CES4.0 Percentile Score (Census Tract)

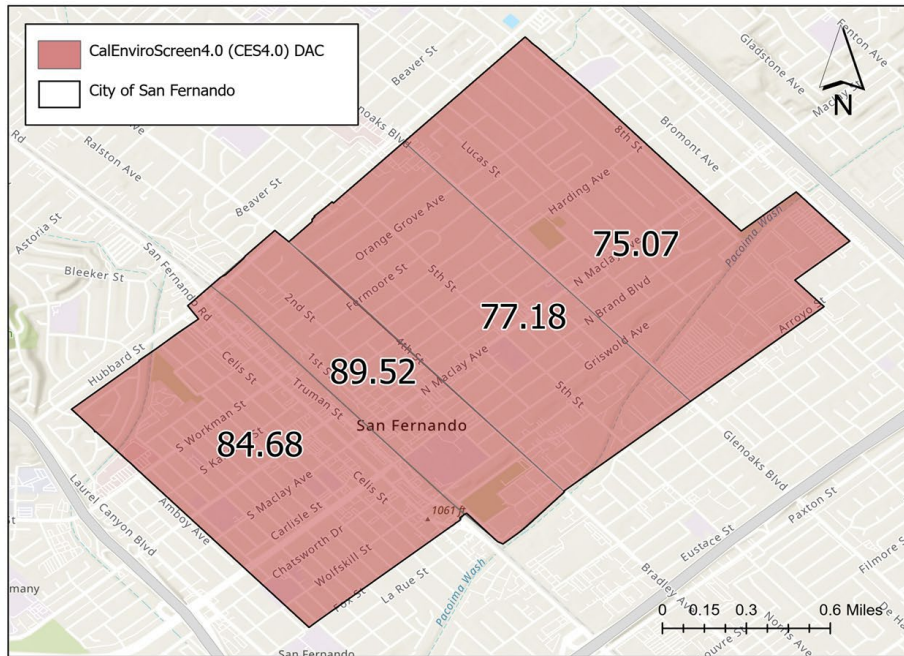


Figure 1. Disadvantaged Community (DAC) Census Tracts in San Fernando (Source: CalEnviroScreen4.0)

The City is also ground-zero for extreme heat, experiencing an average of 54 extreme heat days per year (95°F+). If today's GHGs and heat impacts are not curtailed, that number is expected to grow to 92 days by 2050. San Fernando has a large percentage of impermeable surface (73%) and sits atop one of the region's most vital aquifers, whose long-term viability is threatened by climate change. These disadvantaged communities are disproportionately exposed to environmental pollution, degradation, as well as socioeconomic factors that make these communities more vulnerable.

The community has responded positively to climate action strategies including the urban forest expansion efforts that have been conducted in partnership with the non-profit organization, TreePeople. The Latino community regularly assists tree-planting and giveaway events, and surveying efforts have shown support for watering/maintaining trees on residential parkways. The community also recognizes the need for shade to mitigate heat and is becoming increasingly aware of the additional benefits landscaping provides, like groundwater infiltration. As this project moves forward, the project team will continue to build relationships with residents focused on climate action and resilience. The project will address the focus on the extreme heat impacts in the community, and enhance the adaptive capacity of vulnerable communities by working directly with those communities to co-produce the best solutions for the City.

Given the existing urban heat, air pollution, and future water stress scenarios, there is an urgent need for planning actions to help address environmental challenges effectively

and with the community's input. For the 2022 summer months in San Fernando, from June to September 2022, the mean temperature ranged from 82°F to 97°F, which shows the urban heat that residents are already experiencing and must adapt to (Figure 2). Based on CalAdapt, for San Fernando, the extreme heat day threshold is any temperature that exceeds 98°F. As Table 1 shows, under a RCP4.5 scenario, the projected maximum number of extreme heat days during a 30-year period is expected to increase by 27 days by mid-century and by 41 days by end-of-century. Under a RCP8.5 scenario, the projected maximum number of extreme heat days during a 30-year period is expected to increase by 31 days by mid-century and by 75 days by end-of-century.

Table 1. Maximum Number of Extreme Heat Days (Source: CalAdapt)

Maximum Number of Extreme Heat Days - CalAdapt
 City of San Fernando

Model	Years	Change from baseline	30yr Average
Historical Baseline	1961 - 1990	NA	12.80
Medium Emissions (RCP 4.5) Mid-Century	2035 - 2064	+ 27.41	36.63
High Emissions (RCP 8.5) Mid-Century	2035 - 2064	+ 31.42	41.57
Medium Emissions (RCP 4.5) End-of-Century	2070 - 2099	+ 41.14	48.54
High Emissions (RCP 8.5) End-of-Century	2070 - 2099	+ 75.25	81.48

City of San Fernando - NASA/JPL ECOSTRESS (2022)
 Mean Temperature between June 2022 - September 2022

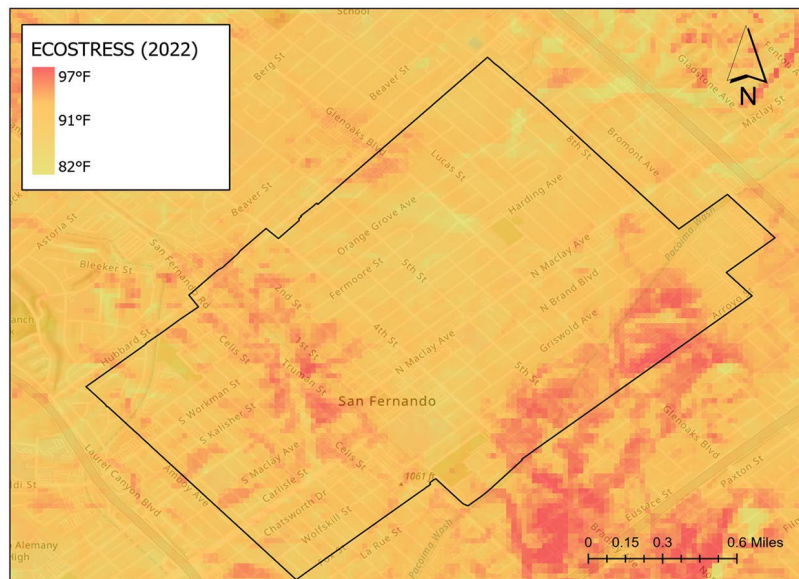


Figure 2. Mean Temperature For Summer Months in San Fernando (Source: NASA JPL/ECOSTRESS 2022)

When it comes to air pollution, San Fernando experiences some of the worst air quality in the state. Key contributors to degraded air quality include the City's proximity to high traffic freeways and roadways. Particulate matter and ozone are two forms of air pollution that impact community health. These air quality issues are expected to be exacerbated by the future extreme heat. The City is in the 97th percentile for ozone exposure across California, which means that San Fernando experiences a higher ozone burden than 97 percent of other California cities (Figure 3).

With climate change expected to increase temperatures across the state, local ozone levels will likely increase beyond the current measured rates in the future. Furthermore, the southernmost census tract in San Fernando measured within the 80th percentile for diesel PM, likely due to proximity to the Interstate-5 freeway (Figure 4).

City of San Fernando - CalEnviroScreen4.0
Ozone Percentile Score (Census Tract)

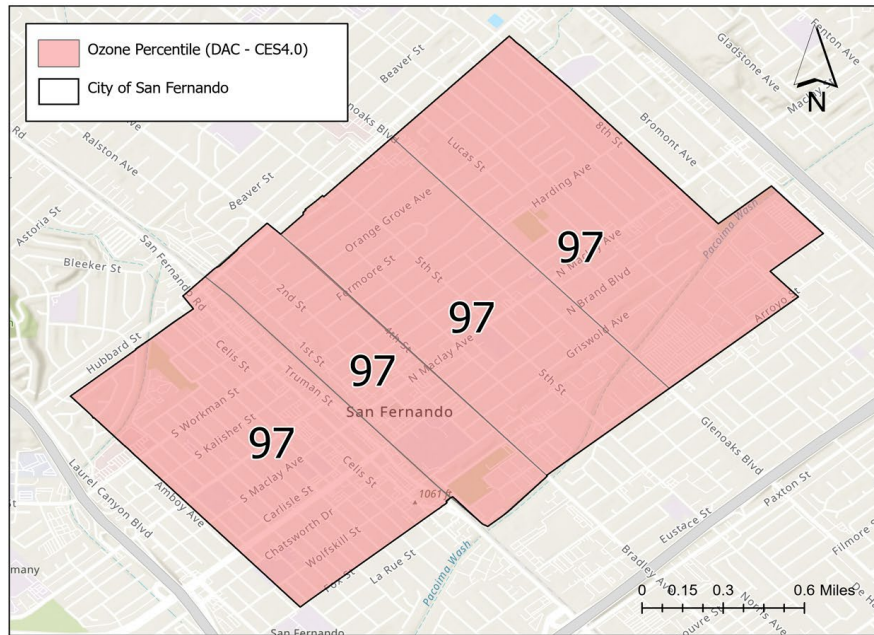


Figure 3. Ozone Percentile Score per Census Tract in San Fernando (Source: CalEnviroScreen4.0)

City of San Fernando - CalEnviroScreen4.0
 Diesel PM Percentile Score (Census Tract)

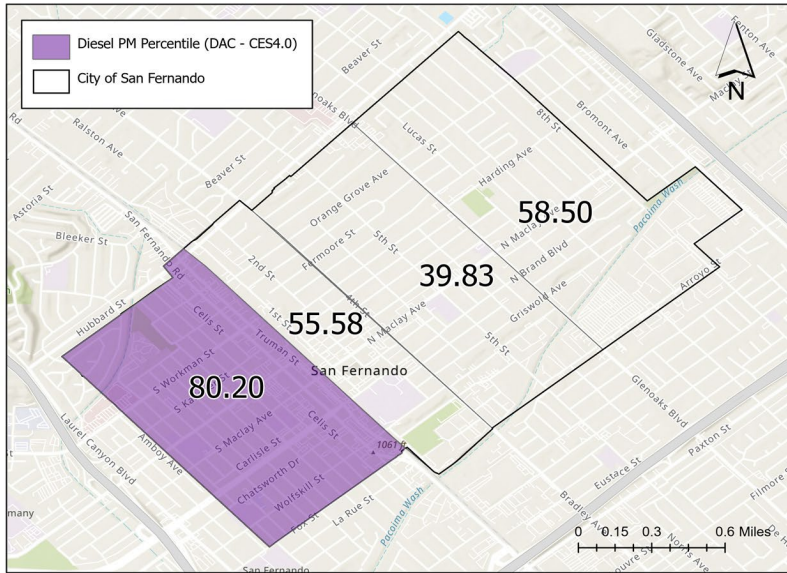


Figure 4. Diesel PM Percentile Score per Census Tract in San Fernando (Source: CalEnviroScreen4.0)

Furthermore, the City's General Plan has not been thoroughly updated since 1987 and therefore contains exceedingly outdated information for the Circulation, and Open Space, and Conservation Elements in addition to lacking the integration of climate adaptation and resilience strategies. Fortunately, the updated Safety Element of the General Plan has identified future hazard scenarios and areas and demographics that are most vulnerable to climate change and includes a policy framework for climate risk mitigation. Based on this information, updates to the Elements will be made to ensure development patterns are aligned with identified areas that are outside of future climate hazard zones. Moreover, the development, infrastructure, and critical facilities that cannot be relocated outside of high-risk areas will be designed to be resilient against hazards. The proposed CARP activities will expand this knowledge accumulated from Phase 1, the City's climate vulnerability assessment, to this Phase 2 to fill gaps in adaptation measures and solutions through this grant.

Co-Benefits

The proposed General Plan updates and development of a CARP will prioritize strategies and outcomes that provide a multitude of climate adaptation co-benefits including greenhouse gas mitigation, cultural, social equity, economic, and public health co-benefits. For example, our project team recognizes there is a clear intersection between mitigating the impacts of climate change while simultaneously making our communities healthier, more resilient, and economically secure. Therefore, the proposal includes a subset of tasks for this portion of the scope that will include establishing GHG emissions reduction strategies that actively aim to reduce emissions within the City as well as climate adaptation strategies that aim to increase resilience to

the anticipated impacts of climate change hazards. This project will familiarize the community with our General Plan elements and the impact that the City's planning decisions may have on the community's response to climate change. For example, creating policies to incentivize walking, biking, and taking transit, over driving for all trips, can drastically improve air quality, traffic congestion, GHG mitigation, and safety. By applying the equity guardrails derived during the community engagement process, environmental justice and social equity considerations are integrated into the design and implementation approaches for the emission reduction and adaptation measures to begin to address underlying historic and current inequities, incorporate TEK into city planning, avoid impacting under resourced communities with the implementation of CARP and General Plan measures, and equitably distribute the benefits and co-benefits of mitigation and adaptation measures.

Community Partnerships

The City of San Fernando will serve as the lead applicant and the project manager for Resilient San Fernando; an effort towards updating the City's General Plan and developing a Climate Action and Resilience Plan. The City has chosen to work with three organizations that have local, community-based experience; the State-recognized Fernandeano Tataviam Band of Mission Indians (FTBMI), the community-based organization Pacoima Beautiful (PB) and the nonprofit Climate Resolve (CR), in order to complete the comprehensive community outreach and engagement necessary for planning. Furthermore, the City will also work with an experienced and trusted technical consultant, for the researching and writing of the General Plan updates and CARP. The City will oversee the project tasks and deliverables and will defer to the local Tribal, non-profit, and consultant expertise to ensure the completion and achievement of project goals.

PB is a grassroots environmental justice organization that provides education, impacts public policy and planning, as well as supports local arts and culture in order to promote a healthy and sustainable San Fernando Valley (SFV). PB will lead the development and presentation of a Planning 101 series for the City.

FTBMI, is a sovereign nation of Los Angeles County, exercising inherent sovereign authority over its tribal citizens and territory. FTBMI has generations worth of experience in preserving and enriching its deep-rooted traditional knowledge that still guides their daily lives. The Tribe has a long history of teaching ethnobotany via a tribal ecological knowledge lens with Indigenous Knowledge Keepers (i.e. tribal elders and cultural practitioners) to address environmental issues and embracing its community roots. FTBMI will serve as an important community engagement partner and progress reviewer, given the FTBMI's past experience partnering with the City and their proven ability to effectively engage with communities that are traditionally excluded from typical planning processes.

Climate Resolve is a LA County based organization focused on building collaborations to champion equitable climate solutions to lead engagement and outreach and advise on community-based resilience strategies. CR has extensive climate-related

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPR23125, City of San Fernando

community engagement in the greater LA region, including for the Canoga Park Urban Cooling project and Los Angeles County Climate Change Vulnerability Assessment. CR will lead the majority of the community engagement efforts and work collaboratively with the FTBMI and PB to ensure the voices of Black, Indigenous, and people of color are integrated in the plans.

The City of San Fernando, Climate Resolve, and FTBMI have applied for several grants like the 2022 EJ4Climate grant, the 2021 and 2022 California Resilience Challenge grants, and are currently working on a Tribal Climate Resilience Plan for the FTBMI with awarded 2021 CRC grant funds. In 2021, the City passed a resolution to support, acknowledge, and apologize for the historic mistreatment of the FTBMI; working closer together through a formal agreement that establishes roles and responsibilities for joint grant applications and use of City park facilities. The City also supports the FTBMI with special use of office space at one of the most used parks to manage a youth diversion program to redirect youthful offenders from the justice system through programming.

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
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Exhibit H, APGP Communications Kit

Dear Adaptation Planning Grant Program Grantee,

Congratulations on your successful award from the Adaptation Planning Grant Program! Your dedication and hard work have paid off, and we are thrilled to be partnering with you on your important project.

At the Governor's Office of Planning and Research (OPR), we recognize the significance of your work in advancing climate resilience and adaptation. Your project holds great potential to deliver substantial environmental, health, and climate benefits to your community, and we are committed to supporting you every step of the way.

To assist you in effectively communicating and sharing the impact of your project, OPR's Communications and External Affairs team has prepared this Communications Toolkit. It serves as a comprehensive set of communications and branding guidelines specific to the Adaptation Planning Grant Program, as well as a range of resources and best practices to enhance your outreach across various media channels.

We believe that your project deserves recognition not only within your community but also as a model for others facing similar challenges. The tools and guidance provided in this kit will help you effectively share your accomplishments, engage partners, and build awareness about the importance of climate adaptation and resilience planning.

As you plan events, announcements, or any communication activities related to your grant, please refer to this toolkit and adhere to the guidelines provided. Should you require sample materials, event support, or expert advice, our Deputy Director of Communications and External Affairs, Emily Breslin, is available to assist you. You can reach Emily at emily.breslin@opr.ca.gov.

We appreciate the inspiring work you are doing to implement innovative and effective climate adaptation strategies. Together, we can make a substantial difference in building resilient communities and securing a sustainable future for all. We value our partnership and look forward to supporting you every step of the way.

Best regards,

The Governor's Office of Planning and Research Team

Introduction

We are promoting the 14 grantees through a [press release](#), [LinkedIn post](#), [tweet](#) and we welcome you to do the same. Below is some suggested language, but please feel very free to modify any of it as you see fit:

[Organization Name] is pleased to announce that [Project Name] has been selected as a recipient of the Round 1 Adaptation Planning Grant Program, provided by the Governor's Office of Planning and Research (OPR). This new grant program supports integrated climate adaptation projects and planning efforts in California. We're thrilled to announce our project is one of fourteen awarded in this first round!

With the support of the Adaptation Planning Grant, [Project Name] will be able to [briefly describe the project's goals and objectives]. This funding will enable us to [insert deliverables etc... implement innovative strategies, leverage partnerships, and incorporate cutting-edge climate science to enhance our resilience and adaptation measures].

Find more information about the [Adaptation Planning Grant and the Integrated Climate Adaptation and Resiliency Program \(ICARP\) on the OPR website](#) and read more about our other projects in this recent press release, "[California Awards \\$8 Million to help communities strengthen resilience against growing climate impacts.](#)"

We look forward to working with the Governor's Office of Planning and Research (OPR) and want to congratulate all the recipients of the Adaptation Planning Grant Program. Together, we will build a more resilient California for All.

LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #CAresilience

Publicity Requirements & Guidelines for Adaptation Planning Grantees

Adaptation Planning Grantees should acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the Adaptation Planning Grant Program (APGP). OPR staff will provide OPR logo files and guidance on their usage directly to Grantee.

When using OPR's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

Long Form Materials

Long-form written materials, such as reports, must include the following standard language about OPR, APGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for climate impacts.

The Adaptation Planning Grant Program addresses this capacity gap by providing funding to help fill planning needs, providing communities with the resources to identify climate resilience priorities, and supporting the development of climate resilience

projects across the state. The Adaptation Planning Grant Program enables communities to climate risk and adaptation considerations into planning activities and prepare for climate readiness and resilience in the long term.

The Adaptation Planning Grant is part of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships, and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a focus on solutions that address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.

Learn more: <https://opr.ca.gov/climate/icarp/>

Press Releases, Flyers, and Visual Materials

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:

Long version:

"[Project Name] is supported by the Adaptation Planning Grant Program at the Governor's Office of Planning and Research (OPR). The Adaptation Planning Grant Program is an initiative of OPR's Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate adaptation and resilience in California by coordinating investments, partnerships, and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

"[Project Name] is supported by the Adaptation Planning Grant Program implemented by the Governor's Office of Planning and Research."

Mostly visual:

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words "Funded by."

Media Inquiries

Grantee must provide to OPR the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be

approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant. Please share draft press releases with OPR for review 30 days in advance of when you'd like to post them by emailing them to Brandon Harrell at brandon.harrell@opr.ca.gov.

Communication Materials & Photos

Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.

Social Media

Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement.

Please tag OPR in your posts and tweets about your work using the Adaptation Planning Grant.

LinkedIn: @Governor's Office of Planning and Research (OPR)

Twitter: @CalOPR

Suggested hashtags: #ICARP #climateadaptation #climateresilience #CAresilience

Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all your communications comply with the Publicity Requirements and Guidelines on pages 24-36 of this kit.

Create a Website or Webpage

One of the best ways to share the latest information about the progress of your APGP project is to compile everything the public needs to know into well-organized website or webpage. Your website or webpage should be simple and inviting, with sections explaining who you are, what the Adaptation Planning Grant Program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

Press Releases & Media Advisories

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

Press release

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of supporting community groups, total emissions reductions, etc.), along with quotes from people who are engaged with your project – for example, representatives from partner organizations,

residents who engaged in project design, and OPR's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

Media advisory

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention—as well as what photo opportunities will be available at the event.

Social Media

Numerous social media platforms support digital storytelling and promotion. Use your existing platforms to talk about your Adaptation Planning Grant project. We also encourage you to tag OPR in your tweets and LinkedIn posts about your Adaptation Planning Grant project so we can retweet and share your updates. Please see our social media section of this kit for more details.

Blog Post

If you or any of your partners currently has an active blog, we encourage you to write a blog post highlighting the progress or impact of your Adaptation Planning Grant project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their work, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

Newsletter

If you or any of your Adaptation Planning Grant partners have a newsletter or listserv, please use it to share your award announcement and other important milestones. Encourage community leaders and/or elected officials who work with you frequently to announce Adaptation Planning Grant Program milestones through their newsletters or listservs as well. Please contact us at OPR so we can share your important Adaptation Planning Grant milestones through our newsletter as well!

Op-Ed or Letter to the Editor

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new Adaptation Planning Grant and the benefits it will bring to your community. A good approach is to acknowledge the various partners involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using the Adaptation Planning Grant Program's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

Events

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your Adaptation Planning Grant project.

Host Community Events

Organizing a fun kick-off meeting and other community events for partners and the general public is a great way to raise awareness about your Adaptation Planning Grant and get more people involved in the planning process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

Remember

The OPR team is here to help! We love to work with awardees to brainstorm communication strategies. We can provide quotes from OPR leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact OPR's Deputy Director of External Affairs, Emily Breslin, for support: emilly.breslin@opr.ca.gov.

Social Media

Social media offers an array of powerful, free platforms that enable you to communicate about your Adaptation Planning Grant project to potentially large audiences.

Tag us

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

Tag Your Partners

Remember to include co-applicants and other key partners and champions in social media posts about your Adaptation Planning Grant. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

Use Hashtags

Hashtags can be an effective way to increase a post's visibility and response rate. It is best to use 1-2 relevant hashtags per tweet, 3 per LinkedIn post, and 3-5 per Instagram post, story, or reel. Example hashtags: #climateadaptation #climateresilience #CAresilience

Use Images and Alt Text

A social post with an image will get more traction than one without an image. Throughout every stage of the Adaptation Planning Grant process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

So that community members who are blind or have limited vision can access your information, include alt text with every image you tweet or post. See the example posts below for sample alt text.

Shorten the Message

Given the character limit for tweets, you will need to pick and choose what information to include. Incorporate hashtags and tagging partners into your sentences. Use commonly known abbreviations and conjunctions.

Amplify the Voices of Community Members

Reach out to partners and community members for their videos, quotes, and pictures that share how your Adaptation Planning Grant project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and partners create is another way to demonstrate the Adaptation Planning Grant project's impact.

Post Often

Research shows your followers may like, comment, and share your posts more when you tweet several times per day and post on LinkedIn every day. Aim for no more than 1 tweet or retweet per hour and no more than 2 LinkedIn posts or reposts per day. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

More Social Media Tips



Encourage audience engagement by posting questions.

Use at least 1 emoji per post. Refer to emojipedia.org.



Encourage your colleagues and partners to comment on your posts and tweets by emailing them the URLs to your posts and tweets

Observe copyright laws.

Use URL shortening tools from sites like bitly.com and tinyurl.com if needed

Twitter	LinkedIn
	
<p>Alt text: Adaptation Planning Grant Program (APGP) Round 1 Funding Increase from \$6.6 M to \$8M Apply by March 31! OPR logo. California coast at sunset.</p>	<p>Alt text: Overlaid text reads "Join us for Round 1 Funding Application Virtual Office Hours. Wednesdays 1pm-2pm. Adaptation Planning Grant Program (APGP)." OPR logo in bottom left corner. Group of 3 people of different races and</p>

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	genders working together around a table with laptops.
Link to post	Link to post
	
<p>Alt text: Overlaid text reads “Adaptation Planning Grant Program (APGP), Round 1 Funding Application Available!” OPR logo. Two people’s forearms and hands as they plan using adhesive notes, clip boards, and a laptop.</p>	<p>Alt text: Overlaid text reads “Adaptation Planning Grant Program (APGP), Round 1 Funding Application Available!” OPR logo. Two people’s forearms and hands as they plan using adhesive notes, clip boards, and a laptop.</p>
Link to post	Link to post

Follow us

The California Office of Planning & Research (@Cal_OPR) posts frequently on Twitter about the State's efforts to improve our environment and communities. OPR is also active [on LinkedIn](#). We encourage you and your Adaptation Planning Grant partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about the APGP, or about anything else relevant or interesting to you, please 'like' and retweet us—sometimes it can even save you the trouble of crafting your own tweet.

Photo Tips

Consider pointers in this section when using photography to tell your project's story.

Quality

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient if you turn your phone sideways, tap on the display to focus on your subject, and position your subject so they are well-lit. Photos on social media don't have to be as high quality as photos on your website or in your newsletter.

Everyone's a Photographer

Encourage your staff and partners to take photos whenever they have the chance,

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and to send them all to your organization's communications team. Designate someone who owns a nice camera to take photographs during events.

Don't Have a Great Photo?

There are countless high-quality photos that you can download and use for free.

Unsplash (Free): unsplash.com/

Pexels (Free): pexels.com/

Gender Spectrum:

drive.google.com/drive/u/0/folders/1JF4t11wo8PnFsqZrKwyg4rtvohPNRAi6

CreateHERStock: createherstock.com/

Noun Project (Free and Paid): thenounproject.com/

Content

When possible, photos should be bright and colorful, without being busy or filtered. Candid photos of people working or interacting tend to be more eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

Remember

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!

Stay in Touch!

Feel free to contact OPR's Deputy Director of External Affairs, Emily Breslin, if you have questions or need support on any of your communications efforts at Emily.breslin@opr.ca.gov.

OPR's Newsletter and APGP Listserv

OPR Newsletter Sign Up: <https://opr.ca.gov/e-lists.html>

APGP Email List: <https://lp.constantcontactpages.com/su/XPQJivh/APGP>

Follow us on social media and check our website regularly for new announcements and updates!

Twitter

twitter.com/Cal_OPR

LinkedIn

linkedin.com/company/governor-s-office-of-planning-and-research/

Website

opr.ca.gov

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Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Nick Kimball **Title:** City Manager
(Type or Print Name)

Signature:  **Date:** 1/25/2024

Delegated Authorized Signatories:

1. **Name:** Erica Melton **Title:** Finance Director
(Type or Print Name)

Signature:  **Date:** 1/29/2024

Document(s) Authorized to sign:

- All Grant Related Documents **or** Grant Agreement
- Grant Amendments, Budget Amendments, Reports
- Invoices Other _____

2. **Name:** Erika Ramirez **Title:** Director of Community Development
(Type or Print Name)

Signature:  **Date:** 1/29/2024

Document(s) Authorized to sign:

- All Grant Related Documents **or** Grant Agreement
- Grant Amendments, Budget Amendments, Reports
- Invoices Other _____

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Attachment 2: Work Plan

Project Name: Resilient San Fernando: General Plan Updates and Creation of Climate Action and Resilience Plan

Project Description: The City of San Fernando's General Plan was last updated in 1987. The City, in partnership with the Fernandeano-Tataviam Band of Mission Indians and two local Community Based Organizations plans to create a comprehensive update General Plan as well as create a Climate Action and Resilience Plan (CARP) through extensive community engagement including planning education series, a survey, walking tours, and advisory group meetings.

Task 1: Project Meetings and Management					
Subtask	Description Include detail of activities or deliverables	Deliverables / Milestones Major outcomes and/or metrics used to demonstrate success	Timeline No later than January 31, 2026	Community Partners Involved If the partners are not identified include future plans to engage	APGP Eligible Activities Addressed
Subtask 1.1 – Project Kickoff	Finalize scope of work and kickoff meeting.	- Kickoff Meeting - Final Work Plan - Final Project Schedule	May 2023	City and Technical Consultant (co-leads), CR and FTBMI (support)	Program Administration
Subtask 1.2 - Project Check- in Meetings	City of San Fernando and the technical consultant will schedule monthly project meetings with partners to discuss timeline, progress, and deliverables.	- Monthly (1-hour) virtual meetings throughout Phase 2 of the project - Agenda and Notes for each meeting	Ongoing	City and Technical Consultant (co-leads), CR and FTBMI (support)	Program Administration
Subtask 1.3 - Project Management	City of San Fernando and technical consultant will lead all project management and coordination efforts of the project. This task encompasses all the required administrative and operational duties to support the successful implementation of the project.	- Monthly status updates and invoices	Ongoing	City and Technical Consultant (co-leads), CR and FTBMI (support)	Program Administration

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<p>Subtask 1.4 Peer Learning</p>	<p>Project team will participate in program meetings and workshops, including regular check-in meetings, peer-to-peer learning sessions, and virtual technical assistance events.</p>	<ul style="list-style-type: none"> - Peer learning meeting notes 	<p>Ongoing</p>	<p>City, CR, and FTBMI</p>	<p>Program Administration</p>
<p>Task 2: Community Outreach and Engagement</p>					
<p>Subtask 2.1 - Community Outreach and Engagement Plan</p>	<p>Defining community engagement approach, methods, strategies, and timeline to engage the San Fernando community in planning and climate resilience for General Plan updates and Climate Action and Resilience Plan.</p>	<ul style="list-style-type: none"> - Draft Outreach and Engagement Plan (Word) - Final Outreach and Engagement Plan (Word and PDF) 	<p>Jan 2024- Feb 2024</p>	<p>CR(lead) FTBMI (support)</p>	<p>Phase 1</p>
<p>Subtask 2.2 – Planning 101 Series</p>	<p>Develop an interactive, hands- on model to engage communities in technical planning subjects. Guide the community through a series of presentations on the purpose and intent to develop a CARP and update elements of the City's General Plan. All meetings will have Spanish-English translation available, and all distributed materials will be bilingual as well.</p>	<ul style="list-style-type: none"> - 3 Planning 101 interactive presentations reaching at minimum 150 unique residents. - Creation of an interactive model of the City for multi-generational interaction. - Planning 101 Series summary report. 	<p>May 2024 - Jan 2025</p>	<p>PB (lead) City, CR, PB and technical consultant (support)</p>	<p>Phase 2</p>
<p>Subtask 2.3 – Survey</p>	<p>CR will work the City and FTBMI to develop a climate-focused online survey. The City will host the survey on their website and promote via all City communication channels.</p> <p>CR will send out this survey via social media and their newsletter, as well as provide electronic tablets at in-person events to facilitate participation in the</p>	<ul style="list-style-type: none"> - Draft Survey Questionnaire in English and Spanish - Final Survey Questionnaire in English and Spanish - Online Survey Hosting 	<p>Feb 2024 - Aug 2024</p>	<p>CR (lead) City, FTBMI, and technical consultant (support)</p>	<p>Phase 2</p>

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	<p>survey. The survey will include demographic information from the respondents. Up to 15 questions are anticipated to be developed for the survey, and, following its closing, an accompanying summary report will be created with numerical breakdown of responses, charts and graphs, and narrative descriptions of the qualitative results. Survey respondents will be entered to win a raffle to receive a gift card.</p>	<p>- Survey summary report, collect and analyze a minimum of 350 responses (1.4% response rate).</p>			
<p>Subtask 2.4 - Community Meetings</p>	<p>Two community meetings will be hosted in person with virtual/phone options available for participants.</p> <p>Up to one meeting will be hosted as a pop-up event at an existing community meeting.</p> <p>The City will secure the pop-up booth, coordinating directly with the venue and community organizers, and paying applicable fees.</p> <p>Up to 1 technical consultant staff member, up to 2 FTBMI staff members, and up to 3 Climate Resolve staff members will be in attendance at each community meeting.</p> <p>Up to 6 large posters will be printed for the pop-up event.</p> <p>All meetings will have Spanish-English translation available, and all distributed materials will be bilingual as well. The format of community engagement will be further informed by community feedback and recommendations from the Advisory Group.</p>	<p>- Climate Resolve and FTBMI attendance at up to three community meetings - Climate Resolve</p> <p>- Pop-up booth materials for up to one pop-up event, in English and Spanish - Climate Resolve</p> <p>- Summary of community engagement events - Climate Resolve</p> <p>- Conduct a tribal focus group meeting of at least 15 attendees - FTBMI</p> <p>- Each meeting will reach at least 25 local residents</p>	<p>Mar 2024 - Nov 2024</p>	<p>CR(lead) FTBMI, City, and technical consultant(support)</p>	<p>Phase 2</p>

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<p>Subtask 2.5 – Walk-Shops</p>	<p>A series of walking tours throughout San Fernando to assess existing conditions related to circulation, and open space, and identify climate risks in the City. Feedback will help inform the planning process and content for the community meetings.</p>	<ul style="list-style-type: none"> - Climate Resolve and FTBMI attendance at up to three community meetings - Climate Resolve - Pop-up booth materials for up to one pop-up event, in English and Spanish - Climate Resolve - Summary of community engagement events - Climate Resolve - Conduct a tribal focus group meeting of at least 15 attendees - FTBMI - Each meeting will reach at least 25 local residents 	<p>April 2024 - March 2025</p>	<p>CR and City (co-leads) FTBMI (support), technical consultant (support)</p>	<p>Phase 2</p>
<p>Subtask 2.6 – Advisory Group Meetings</p>	<p>CR will manage the membership solicitation process for convening the Advisory Group as well as distributing group member stipends to eligible community members.</p> <p>6 Advisory Group meetings shall be hosted. Advisory group meetings will be held virtually, with the option for in-person offered to the Advisory Group.</p> <p>Up to 12 advisory committee group members with at least 8 community members in the group.</p>	<ul style="list-style-type: none"> - Advisory Group Member application - Climate Resolve attendance at up to 6 advisory group meetings - FTBMI will attend up to 6 advisory group meetings - Draft and final agendas and supporting materials (technical documents) 	<p>April 2024 - Jul 2025</p>	<p>CR (lead) FTBMI and technical consultant (support)</p>	<p>Phase 2</p>

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	<p>Up to 3 Climate Resolve staff members, 1 FTBMI staff members will be in attendance.</p> <p>The Advisory Group will help ground truth the CARP measures letting the team know whether ideas are feasible and actionable, and inform the development of the equity guardrails which will be used to evaluate and refine the measures. The project team will rely on the Advisory Group to ensure the process and final CARP reflect the priorities of the communities living in the City of San Fernando.</p>	<p>with support from technical consultant) for each advisory meeting</p> <ul style="list-style-type: none"> - Meeting summaries 			
<p>Subtask 2.7 – Public Hearings</p>	<p>Up to 4 public hearing meetings shall be planned in accordance with City requirements.</p> <p>Attendance will be in-person and virtual.</p> <p>The Consultant will lead the public hearing meetings. Two technical consultant staff members will participate in two Planning Commission meetings and two City Council meetings to present the GHG reduction measures, adaptation and resilience measures, and the General Plan updates & CARP for adoption. The consultant will provide a draft and final PowerPoint presentation for each meeting. The technical consultant will provide support to City staff to prepare a staff report for each meeting that presents the key aspects of the CARP, as well as support City staff in preparing a City Council resolution to adopt the CARP.</p> <p>FTBMI and CR will be involved in the production of the presentations.</p>	<ul style="list-style-type: none"> - Draft and final PowerPoint presentations -Two technical consultant staff members will attend and present at up to four meetings 	<p>Sept 2025 - Dec 2025</p>	<p>Technical consultant (lead)</p> <p>FTBMI and CR (support)</p>	<p>Phase 2</p>

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	FTBMI and CR will be involved in meetings where community engagement will be discussed and big picture decisions are made.				
Task 3: General Plan Updates					
Subtask 3.1 - Existing Conditions	The technical consultant will collect existing planning documents, studies, and other data to inform the general plan update.	<ul style="list-style-type: none"> - Document Review - Infrastructure and Circulation Analysis - Vehicle Miles Traveled Analysis - Existing Conditions Report and Recommendations 	Jan 2024 - April 2024	Technical Consultant (lead)	Phase 3
Subtask 3.2 - Draft General Plan Update	The technical consultant will develop updates to the Circulation (change to Mobility Element), Open Space, and Conservation Elements of the City's General Plan.	<ul style="list-style-type: none"> - Administrative General Plan - Public Review General Plan - Draft General Plan 	Aug 2025 - Oct 2025	Technical Consultant (lead)	Phase 3
Subtask 3.3 - Final General Plan Update and Adoption	The technical consultant will finalize updates to the Circulation (change to Mobility Element), Open Space, and Conservation Elements of the City's General Plan.	<ul style="list-style-type: none"> - Final General Plan 	Oct 2025 - Dec 2025	Technical Consultant (lead)	Phase 3
Task 4: Forecasting and Targeting					
Subtask 4.1 – Forecasting	To understand how GHG emissions in the City will likely change over time and identify the GHG reduction gap the city will be responsible for, the technical	-Draft forecast and reduction targets memorandum (Word and PDF)	Nov 2024 - Mar 2025	Technical Consultant (lead)	Phase 3

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	<p>consultant will develop two GHG forecasts, a business as usual (BAU) forecast and adjusted legislative reduction forecast. The adjusted and BAU forecast model will be used to conduct a gap analysis after targets are set. The forecasts will allow the technical consultant to determine the GHG reductions required for the City to meet their goals for 2030, 2035, 2040, and 2045.</p> <p>The technical consultant will also provide a forecast of future emissions showing the reductions achieved through full implementation of the identified CARP measures by 2030, 2035, 2040, and 2045. The technical consultant will provide the City with a combined draft forecast and target memorandum for review</p>				
<p>Subtask 4.2 – Provisional Target Setting</p>	<p>The technical consultant will host a virtual team meeting with key members of the City staff to review and discuss the preliminary emission reduction targets. The targets identified should remain provisional until the quantification and analysis of potential GHG reduction measures has been completed. The targets may need to be adjusted based on the reductions that can realistically be achieved from feasible GHG reduction measures that will be identified during the measure development process. The technical consultant will make revisions upon receipt of one consolidated set of comments for the final forecast and reduction targets memorandum.</p>	<ul style="list-style-type: none"> - One set of consolidated comments on the Targets Memorandum - Final forecast and reduction targets memorandum (Word and PDF) 	<p>Jan 2025 - May 2025</p>	<p>Technical Consultant (lead)</p>	<p>Phase 3</p>

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Task 5: Develop Policies and Strategies					
Subtask 5.1 – GHG Emissions Strategies	<p>The technical consultant will use analytical tools to complete an analysis of GHG reduction measures/actions which are included in plans, policies, and programs. The technical consultant will assess any policy or program gaps and identify additional opportunities for emission reductions. The technical consultant will then provide a newly established core suite of draft measures that are tied to the City's GHG emissions inventory and forecast and past progress.</p> <p>The technical consultant will host two virtual (one-hour) meetings with City staff departments to discuss the draft measures.</p>	<ul style="list-style-type: none"> - Draft and Final Recommended Emission Reduction and Adaptation Measures Memorandum (Word and PDF) 	<p>Dec 2024 - Mar 2025</p>	<p>Technical Consultant (lead), City (support)</p>	<p>Phase 3</p>
Subtask 5.2 – Climate Adaptation and Resilience Strategies	<p>The technical consultant team will develop adaptation measures that contribute to increasing resilience to climate change in San Fernando. The measures will build from the goals, policies, and programs included in the updated Safety Element to ensure consistency and alignment with the General Plan. Adaptation measures will address both community-based adaptation and adaptation strategies that are focused on municipal government implementation and operations. The intent of the measures will be to address the key vulnerabilities identified in the climate vulnerability assessment prepared during Phase 1 of the CARP, including populations, essential services, and natural and built assets at risk from near-term or mid-term climate</p>	<ul style="list-style-type: none"> - Substantial Evidence Technical Appendix to the CARP (Word and PDF) - SPARQ and MAST Tools (Excel) - The technical consultant will host two virtual (one-hour) meetings with City staff departments to discuss the draft mitigation and adaptation measures 	<p>Oct 2024 - Jul 2025</p>	<p>Technical Consultant (lead), City, FTBMI, and CR (support)</p>	<p>Phase 3</p>

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
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	<p>change impacts and that lack existing adopted policies or established programs.</p> <p>The technical consultant will host two virtual (one-hour) meetings with City staff departments to discuss the draft measures. FTBMI will review all findings/reports and make recommendations on actions that will benefit FTBMI tribal citizens. Climate Resolve will review findings/reports and make recommendations</p>				
<p>Subtask 5.3 – Identify Funding for Implementation</p>	<p>The technical consultant will establish approximate implementation costs and will identify potential funding sources for the proposed measures. The results of this funding analysis will be summarized in a matrix and incorporated into the draft and final CARP by the technical consultant. The resulting funding and financing matrix is valuable as both an external communication tool, as well as an internal road map to implementation.</p>	<p>- List of potential funding sources for the proposed measures organized into a matrix.</p>	<p>April 2025 - Aug 2025</p>	<p>Technical Consultant (lead), City (support)</p>	<p>Phase 4</p>
<p>Task 6: Climate Action</p>					
<p>Task 6.1 – Draft CARP</p>	<p>The draft CARP will set key performance indicators (KPI) that will help define a successful implementation of the CARP strategy as well as measure progress over time. Upon completion of the first draft, the document will be provided to City staff for review.</p> <p>The City will provide feedback and edits in one consolidated set of comments and the technical consultant will draft a Public Review Draft that reflects edits in response to City comments. Additionally, the</p>	<p>- Draft staff report - Draft CARP in Word and PDF formats</p>	<p>May 2025 - Aug 2025</p>	<p>Technical Consultant (lead), City (support)</p>	<p>Phase 3</p>

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	<p>technical consultant will draft a staff report to be submitted with the Public Review Draft. The Public Review Draft will be presented at the Planning Commission and City Council and released to the community for a proposed thirty-day comment period.</p>				
<p>Task 6.2 – Final CARP</p>	<p>Following the public review and comment period, as well as the public hearing, the technical consultant will coordinate with City staff to incorporate relevant input into the Final Draft CARP that will be presented to the Planning Commission and City Council for final adoption. Response to comment of up to ten substantive public comment letters and emails. All comments on the Draft CARP will be provided to the Technical Consultant in one consolidated set.</p>	<p>- Final CARP in Word and PDF formats</p>	<p>Oct 2025 - Nov 2025</p>	<p>Technical Consultant (lead), City (support)</p>	<p>Phase 3</p>
<p>The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit B, Sections 7 and 8.</p>					

Attachment 3: Final Report

Adaptation Planning Grant Program Final Report: FY 22-23
Grantee:
Grant Number:
Project Name:

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings, or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
 - a. How they will further your organization's sustainability goals and strategies.
 - b. How they will advance the State's planning priorities and APGP objectives.
 - c. How the work completed under this grant will assist in applying for future funding that aligns with the APGP's objectives.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the OPR can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the Grant Manager.

Case Study

- 8. Grantee(s) will produce a project case study documenting key project information, data, lessons learned, and effective practices gathered through this project. To facilitate knowledge exchange and advance community planning and capacity, at the end of the Grant Term applicants are responsible for submitting a narrative case study to OPR to reflect on and share project outcomes and lessons learned, how the project responds to climate change impacts, and any resources that helped along the way. Case studies will be reviewed and curated for possible inclusion in the [Adaptation Clearinghouse](#) to help support a community of practice across the state. (See [Appendix E: Work Plan](#) for more information). Grantees will receive technical assistance for support in developing case studies. (See [Program Technical Assistance](#) for more info)

Instructions:

- a. Write the case study in a narrative form using the below section headers, format and font for organization.
- b. The case study should be between 800-1000 words in total length.
- c. Provide responses for each header section – please don't combine or modify these. However, don't feel obliged to provide answers to all sub-bullets under each section header - only provide information for those that apply.
- d. Provide 1-3 graphics (photos, tables and charts, figures, etc. are welcome). Provide links as needed. Send these as separate jpg or png image files (high resolution preferred).
- e. To see examples of published Case Studies, visit: <https://resilientca.org/case-studies/>.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
 Grant Number: OPR23125, City of San Fernando

Attachment 4, Budget Detail Worksheet

Project Name: Resilient San Fernando: General Plan Updates and Creation of Climate Action and Resilience Plan

Cost Description	Task 1: Project Meetings and Management	Task 2: Community Outreach	Task 3: General Plan	Task 4: Forecasting and Targeting	Task 5: Develop Policies and Strategies	Task 6: Climate Action and Resilience Plan	Total APGP Funds
City of San Fernando - Community Development Director	\$ 2,000.00	\$ 616.00	\$ 616.00	\$ -	\$ 924.00	\$ 924.00	\$ 5,080.00
City of San Fernando - Assistant to City Manager	\$ -	\$ 2,664.00	\$ 592.00	\$ -	\$ -	\$ -	\$ 3,256.00
City of San Fernando - Associate Planner	\$ 5,908.00	\$ 4,368.00	\$ 728.00	\$ 728.00	\$ 1,092.00	\$ 546.00	\$ 13,370.00
City of San Fernando - Planning Intern	\$ -	\$ 192.00	\$ 288.00	\$ -	\$ -	\$ -	\$ 480.00
City of San Fernando	\$ 7,908.00	\$ 7,840.00	\$ 2,224.00	\$ 728.00	\$ 2,016.00	\$ 1,470.00	\$ 22,186.00
Fernandeño Tataviam Band of Mission Indians- Tribal President	\$ 370.00	\$ 1,850.00	\$ 370.00	\$ -	\$ 370.00	\$ -	\$ 2,960.00
Fernandeño Tataviam Band of Mission Indians- Vice President	\$ 240.00	\$ 1,200.00	\$ 240.00	\$ -	\$ 240.00	\$ -	\$ 1,920.00
Fernandeño Tataviam Band of Mission Indians- Chief of Staff	\$ -	\$ 920.00	\$ -	\$ -	\$ 184.00	\$ -	\$ 1,104.00
Fernandeño Tataviam Band of Mission Indians- Tribal Historical Cultural and Preservation Department Director	\$ 4,500.00	\$ 10,800.00	\$ 1,500.00	\$ -	\$ 1,800.00	\$ -	\$ 18,600.00
Fernandeño Tataviam Band of Mission Indians- Environmental Protection Division Manager	\$ 5,000.00	\$ 23,850.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 31,850.00
Fernandeño Tataviam Band of Mission Indians- Outreach Coordinator	\$ -	\$ 9,349.20	\$ -	\$ -	\$ 588.00	\$ -	\$ 9,937.20
Fernandeño Tataviam Band of Mission Indians	\$ 10,110.00	\$ 47,969.20	\$ 3,610.00	\$ -	\$ 4,682.00	\$ -	\$ 66,371.20

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
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Pacoima Beautiful- Executive Director	\$ 500.00	\$ 2,470.00	\$ -	\$ -		\$ -	\$ 2,970.00
Pacoima Beautiful- Planner/Instructor	\$ 500.00	\$ 10,543.00	\$ -	\$ -	\$ -	\$ -	\$ 11,043.00
Pacoima Beautiful- Planner/Instructor	\$ 500.00	\$ 10,543.00	\$ -	\$ -	\$ -	\$ -	\$ 11,043.00
Pacoima Beautiful- Communications Associate	\$ -	\$ 8,710.00	\$ -	\$ -	\$ -	\$ -	\$ 8,710.00
Pacoima Beautiful	\$ 1,500.00	\$ 32,266.00	\$ -	\$ -	\$ -	\$ -	\$ 33,766.00
Climate Resolve- Executive Director	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 2,602.00	\$ 1,500.00	\$ 5,102.00
Climate Resolve- Deputy Director	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,782.20	\$ 1,500.00	\$ 4,282.20
Climate Resolve- Outreach Program Director	\$ 9,000.00	\$ 33,533.08	\$ -	\$ -	\$ 1,320.20	\$ 1,000.00	\$ 44,853.28
Climate Resolve - Climate Planning and Resilience Coordinator	\$ 6,000.00	\$ 29,718.00	\$ -	\$ -	\$ 1,170.00	\$ -	\$ 36,888.00
Climate Resolve - Fellow, Outreach and Communications	\$ -	\$ 20,620.00	\$ -	\$ -	\$ -	\$ -	\$ 20,620.00
Climate Resolve- Director, Finance & Operations	\$ 8,127.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,127.00
Climate Resolve	\$ 25,127.00	\$ 83,871.08	\$ -	\$ -	\$ 6,874.40	\$ 4,000.00	\$ 119,872.48
Subcontractor- General Plan Updates and CARP Composition	\$ 26,825.00	\$ 34,000.00	\$ 200,274.50	\$ 6,914.00	\$ 20,000.00	\$ 26,041.00	\$ 314,054.50
Technical Consultant	\$ 26,825.00	\$ 34,000.00	\$ 200,274.50	\$ 6,914.00	\$ 20,000.00	\$ 26,041.00	\$ 314,054.50
Survey Incentive- 5 Gift Cards	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00
Advisory Group Meeting Stipends for 8 Community Members	\$ -	\$ 9,600.00	\$ -	\$ -	\$ -	\$ -	\$ 9,600.00
Advisory Group Meeting Stipends Handling Fee	\$ -	\$ 768.00	\$ -	\$ -	\$ -	\$ -	\$ 768.00

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Translation Services	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00
Community Meetings Materials and Incentives	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
Planning 101 Series Supplies and Printing	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00
Interactive model of the City for multi-generational interaction	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
Mileage	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00
Walkshops Materials and Incentives	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Advisory Group Materials and Incentives	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ 2,800.00
Direct Expenses	\$ -	\$ 43,668.00	\$ -	\$ -	\$ -	\$ -	\$ 43,668.00
Totals	\$ 71,470.00	\$ 249,614.28	\$ 206,108.50	\$ 7,642.00	\$ 33,572.40	\$ 31,511.00	\$ 599,918.18

The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See [Exhibit B, Sections 7](#) and [8](#).

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
 Grant Number: OPR23125, City of San Fernando

Attachment 5, Invoice

[TO BE PRINTED ON GRANTEE LETTERHEAD]

ADAPTATION PLANNING GRANT PROGRAM FY 22-23

PLANNING GRANT INVOICE

Governor's Office of Planning and Research

Date: _____

Email required invoice documents to: [Department Grant Manager Name]

			Invoice Number:	
Grantee Name:		Grant Number:		
Project Name:				
Invoice Quarter:		(Start Date)	(End Date)	

Invoice Summary:

Task	Grant Funds Spent
Task 1:	
Task 2:	
Task 3:	
Task 4:	
SUBTOTAL for this Quarter	
<i>Less 5% Retention</i>	
TOTAL reimbursement requested this Quarter	

Invoice Detail:

Task	Cost Description	Amount	Supporting Documentation/ Page #
1			
	Subtotal		

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2			
	Subtotal		
3			
	Subtotal		
Travel			
	Subtotal		
Equipment			
	Subtotal		
Indirect			
	Subtotal		
	SUBTOTAL FOR THIS QUARTER		

Progress Report:

Work Plan Task #	Description of Work Performed
	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
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knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
 Grant Number: OPR23125, City of San Fernando

Attachment 6, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

<p>GRANTEE</p> <p>ADDRESS</p> <div style="border: 1px solid black; width: 100%; height: 100%; margin-top: 20px;"></div>	<p>INVOICE DATE</p> <hr/> <p>INVOICE NUMBER</p> <hr/> <p>INVOICE AMOUNT</p> <p>\$</p> <hr/> <p>DATE INVOICE RECEIVED</p> <hr/> <p>GRANT AGREEMENT NUMBER</p> <hr/>
---	--

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement above 10% cap |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Request reimbursement through another funding source | <input type="checkbox"/> Other not listed above: |

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPR23125, City of San Fernando

NAME

TELEPHONE NUMBER (include Area Code)

**RETURN A COPY OF THIS NOTIFICATION WITH THE
CORRECTED INVOICE TO:**

STATE OF CALIFORNIA USE ONLY	
DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	

RESOLUTION NO. 8295

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 OFFICE OF PLANNING AND RESEARCH ADAPTATION PLANNING GRANT PROGRAM TO DEVELOP A CLIMATE ACTION AND RESILIENCE PLAN AND UPDATE ELEMENTS OF THE CITY'S GENERAL 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 Office of Planning and Research – Adaptation Planning Grant Program in the amount of \$599,918.18 develop a Climate Action and Resilience Plan and update elements of the City’s General 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 110)

Increase in Expenditures	\$599,918.18
Increase in Revenues	\$599,918.18

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 2nd day of April 2024.

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. 8295, 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 2nd day of April, 2024, 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 April, 2024.

Julia Fritz, City Clerk



2024

PROFESSIONAL SERVICES AGREEMENT

(Engagement: CLIMATE ACTION AND RESILIENCE PLAN- PHASE 2 AND CEQA REVIEW)
(Parties: Rincon Consultants Inc. and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 2nd day of April, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and RINCON CONSULTANTS INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires the development of a Climate Action and Resilience Plan, updates to the Circulation Element and the Open Space/Conservation/Parks and Recreation Element of the General Plan and associated CEQA review; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of April 2, 2024, under Agenda Item No. 6.

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 SCOPE OF WORK: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the tasks and services described in that certain Request for Proposals of CITY entitled "Proposal for the City of San Fernando Climate Action and Resilience Plan" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for the City of San Fernando Climate Action and Resilience Plan" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" is attached and incorporated hereto as **Exhibit "C"**. 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 between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal and

the provisions of the document entitled SCOPE OF WORK, 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.

1.2 PROSECUTION OF WORK:

- A. Time is of the essence for this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before May 31, 2025 (the "Completion Date"). CONSULTANT may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONSULTANT in order to complete the Work; (ii) how much additional time CONSULTANT requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONSULTANT, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONSULTANT being able to complete any other service or task; and (iv) what proactive steps CONSULTANT has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONSULTANT to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.
- C. 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.
- D. 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.
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.

- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the “Standard Fee Schedule” which is attached and incorporated hereto as **Exhibit “C”** (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, may not exceed the aggregate sum of THREE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED NINETY EIGHT DOLLARS (\$351,598) (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 Aggregate 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 Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work are 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 Services, 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.
- 1.5 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.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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 Erika Ramirez, Director of Community Development (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's 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 the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Erik Feldman, Principal in Charge 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 Consultant Representative's designee will supervise and direct the performance of the Work, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF WORK; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services 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 his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - 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 Work 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 §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection CONSULTANT's performance of the 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.

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, notwithstanding Section 5.2(B), will be completed within seven (7) calendars 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 under the standard of care as articulated under section 2.4(A).

- 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 Work 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 Work 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 Erik Feldman (Principal-in-Charge), Reema Shakra (Project Manager), and Hannah Mize (Assistant Project Manager).
- 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 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 and tasks 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 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. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 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 U.S. 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.

III.

INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before commencing 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 will 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: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, 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 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 a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or 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.** Before commencing the Work, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with 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 CONTRACTOR 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. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.

INDEMNIFICATION

- 4.1 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 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 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 following Events of Defaults 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; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY 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

 - 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 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., §§3789 *et seq.* and the California False Claims Act, Government Code §§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:

CITY:

Rincon Consultants Inc.
 250 East 1st Street Suite 1400
 Los Angeles, CA 90012
 Attn: Erik Feldman, LEEP, AP, Principal
 Phone: 805-644-4455
 Email: efeldman@rinconconsultants.com

City of San Fernando
 Community Development Department
 Attn: Erika Ramirez, Director of Community
 Development
 117 Macneil Street
 San Fernando, CA 91340
 Phone: (818) 898-1227

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 independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY 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.
 - B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*

- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, 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.
- 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 for completing the Work may 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. 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 and tasks 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.

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:

RINCON CONSULTANTS INC.:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Community Development Department is requesting proposals for:

Climate Action and Resilience Plan

RELEASE DATE: Monday, March 21, 2022

RESPONSE DUE: Monday, April 11, 2022

Response Due Date Extended to Monday, April 25, 2022

GENERAL INFORMATION / BACKGROUND

The City of San Fernando is requesting proposals from qualified consultants to prepare the City's Climate Action and Resilience Plan (CARP) and associated environmental document pursuant to the California Environmental Quality Act (CEQA). The CARP will provide a roadmap that outline specific activities that the City will undertake to reduce greenhouse gas emissions and to adapt to climate change. The CARP must provide an inventory of greenhouse gas (GHG) emissions and a vulnerability assessment, outline actions to mitigate climate change through GHG reductions, and identify strategies to adapt to the effects of climate change. The CARP will be used for CEQA project streamlining.

The CARP will be completed in two phases. The Phase 1 involves data collection and analysis of Greenhouse Gas Emission Inventory and a Vulnerability Assessment. Phase 2 will be completion of the CARP that will build upon the information gathered in Phase I. Phase 2 will focus on identifying specific activities that the City can achieve with the greatest emission reductions in the most cost effective manner, and include strategies for climate adaptation and resilience.

SCOPE OF WORK

The primary goal of the CARP is to provide tools for the City of San Fernando and the community to build community resilience to climate challenges. Consultant will be asked to recommend GHG emission reduction targets through 2030 that align with Senate Bill 32 and through 2050 to align with Executive Order B-30-15. The CARP must also address climate adaptation strategies in accordance with Senate Bill 379, resilience measures, as well as risks and vulnerabilities.

The Consultant will produce a CARP that aligns with the City's other sustainability efforts and outlines clear strategies that serve as the City's roadmap for achieving the newly established reduction goals and adapting to a changing climate. At the minimum, the CARP must:

1. Develop inventory of GHG emissions and a vulnerability assessment.
2. Develop clear GHG emission reduction targets.
3. Develop goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals.
4. Develop climate adaptation and resilience strategies.
5. Identify funding and implementation measures.
6. Develop methods for reporting and monitoring the effectiveness of the plan.

The final document should be reader friendly, contain graphic summaries.

Phase 1. Analyze GHG Emissions & Vulnerability Assessment

The Consultant will develop inventory of GHG emissions and a vulnerability assessment.

GHG Emission Inventory

The Consultant will prepare a GHG inventory based on tools and guidance provided by the International Conference for Local Environmental Initiatives (ICLEI). Information should be collected and used to create a methodology worksheet using tools and guidance provided by ICLEI-Local Governments for Sustainability. The methodology worksheet should include the City operations inventory (data gathered from City departments will be presented in a worksheet for a community wide inventory), and a worksheet that calculates the equivalent CO₂ emission from those energy uses. Resources used on the City operation inventory should include the Local Government Operations Protocol (LGOP), developed by ICLEI, the California Air Resources Board (CARB), the California Climate Action Registry (CCAR), and The Climate Registry (TCR). The LGOP provides internationally recognized GHG accounting and reporting principles for cities wanting to quantify and report emissions in a transparent way.

Vulnerability Assessment

The Consultant will provide a vulnerability assessment of the risks that San Fernando is likely to face as the impacts of climate change become more severe. The risks evaluated must include, but are not limited, to drought, extreme heat, precipitation, air quality, winds, wildfires, and any indirect effects of sea level rise in nearby coastal communities (e.g. population migration). The analysis will also address any disproportional impacts that climate change may have on vulnerable populations across the City (e.g., seniors, children, low-income residents, persons with disabilities, etc.). Considerable experience in analyzing data, writing, preparing figures, and in communicating with the public, Commissions, and Councils is desirable.

Deliverable

- GHG Emissions Inventory and Vulnerability Assessment.
- Written report for City Council of GHG inventory and vulnerability assessment that details the methodology and provides an analysis of the information.
- Presentation of the GHG Inventory and Vulnerability Assessment to the City Council.

Phase 2: Completion of CARP and CEQA Document

The Consultant must provide a draft CARP utilizing a fully transparent and collaborative process. Recommendation for GHG emission reduction targets that align with Senate Bill 32 and with Executive Order B-30-15 must be provided in the CARP. The Consultant must also provide climate adaptation strategies in accordance with Senate Bill 379, resilience measures, as well as risks and vulnerabilities.

The Consultant must develop and prioritize adaptation measures for each identified risk based on level of severity (low-risk, medium-risk, and high risk). This effort should include both community adaptation measures as well as those for City operations and calculate the costs and benefits for each measure. The consultant may use the City's Hazard Mitigation Plan in order to coordinate adaptation measures and current City hazard mitigation efforts related to natural events and infrastructure improvements.

The final CARP must include GHG emission analysis, goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals, climate adaptation and resilience strategies, and means of reporting and monitoring the effectiveness of the plan. Specific strategies and priority actions selected to meet recommended target reductions should be summarized into a strategic framework with specific near-term, mid-term, and long-term implementation plans. Measures should identify agencies and departments responsible for implementation, indicators for success, potential partnerships, recommended funding sources, and appropriate methods to measure progress.

The Consultant will provide staff reports throughout the CARP development process, as needed, in addition to drafting the staff report for the final CARP adoption. The consultant will also support staff in preparing for and presenting to the Planning and Preservation Commission and City Council. Four (4) public hearings are anticipated.

Outreach and Engagement Methods

The Consultant will collaborate with the City and community partners to plan, manage and implement community engagement. This effort should include leading and facilitating meetings with the overall community in addition to targeted outreach to the City's diverse population.

The consultant is expected to prepare and provide any materials required to implement the proposed outreach plan including but not limited to flyers, posters, presentation material, engagement tools (e.g. surveys), and reports. The consultant should be prepared to attend meetings and engage with City Council throughout the CARP development process. Consideration will need to be given to the education level and English-proficiency of prospective attendees, with an emphasis on Spanish bi-lingual translation.

If permissible, the meetings will be hosted in person at a City Facility, at a pre-existing event, or in the form of a pop-up location.

Outreach and Notification: The Consultant shall reach out to all City residents to get a broad range of opinions for the project. The task of inviting participants can include direct mailers, newspaper advertisements, email blasts, social media, etc.

Community Meetings and Workshops: The Consultant shall facilitate three community meetings to gather feedback from the community. A pop-up meeting format at an existing event may also be planned as a community meeting. Meetings will be documented, and the findings are to be reported to the City.

Presentations to City Commissions and City Council: The Consultant shall summarize and present community engagement findings, as well as a summary of the CARP, to a City Commission or the City Council as directed by staff.

Social Media: The Consultant, under the guidance of the City, shall develop social and digital media content that corresponds with the project or plan. Social media content shall be developed for the City's Instagram, Facebook, and Twitter, and Next Door accounts.

Advisory Group Meetings: The consultant shall convene an Advisory Group to identify key issues and opportunities for the project, review findings, and confirm plan recommendations. The Advisory Group shall meet a minimum of three (3) times during the project.

Survey: The Consultant shall develop an online survey to receive input on project goals/objectives, barriers, attitudes and preferences, and demographic information. The online survey will be completed early in the planning process, and will be used to inform project recommendations. QR codes shall be used on promotional materials for additional distribution of the survey. City staff may require supplementing the online survey with in-person, intercept surveys along the project area to ensure ease of access.

Language Needs: All engagement materials and methods shall be conducted in English and Spanish, unless explicitly instructed by City staff.

Printing: Consultant shall anticipate the need for printing across the project. Consultant and City Project Manager will review printing-related expenses on a rolling basis to ensure the budgeted amount is sufficient and equitably applied across the project. The Consultant shall procure all print requests.

Material Procurement: Consultant shall anticipate the need for educational tools and presentation materials to support engagement tasks. The City will approve the proposed list of educational tools and material (oversized maps, pop-up banners, virtual reality equipment, interactive live polling equipment, etc.) in part or in whole within seven (7) days of receipt of a proposed list. The Consultant shall procure all items on the final list within a timely manner.

CEQA Document

The Consultant must prepare the appropriate environmental document pursuant to CEQA for adoption of the CARP and for future streamlining.

Deliverable

- CARP document for adoption by City Council
- CEQA document for adoption by City Council

- Written reports and presentations to Planning and Preservation Commission, and City Council for adoption of the CARP. Four (4) public hearings are anticipated.

INSTRUCTIONS TO SUBMITTING FIRMS

A. 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 Request for Proposal (RFP), and that it is capable of delivering quality services to the City in an efficient and cost-effective & manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kanika Kith, Director of Community Development, via e-mail at kkith@sfcity.org. Questions must be received by 5:00 p.m. on **Friday, March, 25, 2022**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, March 30, 2022**.

C. Submission of Proposals

Provide cost estimates for Phase 1 and Phase 2.

All proposals shall be submitted via email to Kanika Kith at kkith@sfcity.org and the subject line of the email shall read, "**City of San Fernando RFP – Climate Action and Resilience Plan.**" Proposals must be received no later than ~~Monday, April 11, 2022 at 5:00 p.m.~~ All proposals received after that time will not be accepted.

Proposal Due Date Extended to Monday, April 25, 2022 at 5:00 p.m.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. 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:

1. Make the selection based on its sole discretion;
2. Reject any and all proposals without prejudice;
3. Issue subsequent Requests for Proposal;
4. Postpone opening for its own convenience;
5. Remedy technical errors in the Request of Proposal process;
6. Approve or disapprove the use of particular sub-contractors;
7. Negotiate with any, all, or none of the prospective firms;
8. Solicit best and final offers from all or some of the prospective firms;
9. Accept other than the lowest offer; and/or;
10. Waive informalities and irregularities in the proposal process.

F. Contract Type

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

G. 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.

SCHEDULE FOR SELECTION

RFP Available:	March 21, 2022
Deadline for submittal of Questions:	March 25, 2022
Response to Questions:	March 31, 2022
Deadline for submittal of Proposal:	April 11, 2022
Execute Agreement (at City Council Meeting):	May 2, 2022

SELECTION CRITERIA

The City of San Fernando will select the consultant on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Project Manager and key personnel’s experience most closely related to the stated scope of work.

2. Relevant experience within the past ten years.
3. Responsiveness and clarity of the proposal.
4. References.
5. Time commitment and availability.

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. Name, Address and Phone Number of the firm.
2. Related experience during the last ten years.
3. Name and detailed resume of key personnel including Project Manager, whom proposer intends to use to work on the City's projects, showing educational background and assignment experience for at least the past ten (10) years.
4. References from previous clients with direct knowledge of each key personnel's, including Project Manager's, past performance.
5. Estimated Project Schedule broken down by (1) Phase 1 – GHG Emission Inventory & Vulnerability Assessment; and (2) Phase 2 – CARP and associated CEQA.
6. Cost proposal broken down by Phase 1 and Phase 2, the services being provided during each phase, and hourly wage rates for all personnel providing the service. The cost proposal should follow the estimated project schedule. The City will not be selecting the firm based on price, but will evaluate the thought that went into developing the estimated schedule and the staffing to accomplish each phase.
7. The estimated project schedule and cost proposal should be organized such that Phase 1 is completed first then Phase 2.



Proposal for the City of San Fernando

Climate Action and Resilience Plan

October 10, 2022



Submitted to:

City of San Fernando
Attn: Kanika Kith
Director of Community Development
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Submitted by:

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842
rinconconsultants.com

250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842April 11, 2022
Revised October 10, 2022Kanika Kith
Director of Community Development
City of San Fernando
117 Macneil Street
San Fernando, California 91340**Subject: Proposal to Prepare the City of San Fernando Climate Action and Resilience Plan (CARP)**

Dear Ms. Kith:

Rincon Consultants, Inc. (Rincon) is excited to submit this proposal to assist the City of San Fernando with development of a Climate Action and Resilience Plan (CARP) in support of the City's goal to reduce greenhouse gas emissions (GHG) and adapt to climate change. Rincon's submittal represents our team's commitment to serve as an extension of City staff with the necessary technical, managerial, and strategic thinking skills to successfully complete the project. Rincon is currently assisting the City with an update to the city's Safety Element which provides an excellent foundation in understanding climate risks and vulnerable populations and provides time and cost efficiencies. Rincon is one of the leading climate action and resilience planning firms in California and has extensive experience with cities across the state on plans that address both GHG emissions and climate resilience. Rincon has worked on more than 45 climate action plans and more than 20 climate vulnerability assessments, including for the cities of Pasadena, South Pasadena, Walnut, Burbank, La Canada, Monterey Park, Ojai, Ventura, Oxnard, and Port Hueneme.

We believe the combination of our statewide experience with climate action and resilience planning, our existing and ongoing work with the City of San Fernando, and regional experience inform our unique understanding of and sensitivity to the broad range of issues that will be important to this project. Leading the Rincon team, **Erik Feldman, LEED-AP**, will serve as the Principal-in-Charge. Mr. Feldman oversees Rincon's statewide climate action, climate adaptation, and climate investment grant program and is responsible for the leadership and development of Rincon's climate action and sustainability services. **Reema Shakra, AICP**, will serve as the Project Manager and Point-of-Contact and will directly oversee the vulnerability assessment and resilience measures. Ms. Shakra co-authored the Southern California Association of Governments (SCAG) Adaptation Planning Guide which established a climate adaptation planning process, along with tools and resources, for all 198 member cities, counties and tribes in the SCAG region. She is currently managing the City of San Fernando Safety Element update, which identifies key climate risks and resilience and environmental justice policies and programs. Our team will be supported by **Hannah Mize**, as Assistant Project Manager and will be responsible for the technical oversight of the greenhouse gas inventory and mitigation measures. Ms. Mize has extensive regional sustainability and climate experience, including the recent management and development of climate action plans for the cities of South Pasadena, Burbank, and Walnut. This structure will provide an efficient parallel track approach to completion of the climate action and resilience phases of the project.

To maximize the benefits of Rincon's proven CARP expertise, we have developed a team of strategic partners including **Climate Resolve** a renowned LA County community-based organization focused on building collaborations to champion equitable climate solutions to lead community engagement and outreach and advise on community-based resilience strategies. Climate Resolve has extensive climate related community engagement in the greater LA region, including recent work on the Canoga Park Urban Cooling project, Boyle Heights Resilience Hub, and Los Angeles County Climate Change Vulnerability Assessment. To better help the community visualize the strategies being promoted in the CARP, we have partnered with **Virtual Planet Technologies** to create virtual reality 3-D models to be deployed as an interactive and fun engagement tool. Virtual Planet Technologies excel at contextualizing abstract concepts into day-to-day lived experiences. To round out the engagement approach, we have set aside a mini-grant in our proposed cost estimate to be directed towards community-based organizations of the City's choosing to effectively engage with hard-to-reach population groups. We have identified the **Fernandeño Tataviam Band**

of Mission Indians as an excellent recipient for the mini-grant due to their past partnerships with the City of San Fernando, including tree-plantings at the San Fernando Recreation Park and creation of the Youth Diversion Program for Native Teens, and their proven ability to effectively engage with communities that are traditionally excluded from typical planning processes. Our team is also supplemented by **HIP Investors** who will identify equitable funding and financing mechanisms to support the City with implementation of GHG-reduction and adaptation measures. **Iteris** will support the transportation emissions calculations for the GHG emission inventory as part of Phase 1. This multi-disciplinary team is specifically designed to provide CARP expertise, leverage stakeholder and community relationships, and identify funding for CARP implementation, all of which is critical to the success of the CARP program.

Located less than 22 miles from San Fernando, Rincon is a California "S" Corporation with an office in downtown Los Angeles at 250 East 1st Street. Rincon has a long and successful track record working with municipal clients, and we have played a prominent role in California's sustainability and climate action environment, providing strategic consulting on decarbonization and adaptation plans to public and private clients for more than a decade. We believe that Rincon's clear understanding of San Fernando's operations and community and our proven track record on other complex sustainability and climate action related programs across the state make us uniquely qualified to assist San Fernando with the development of a CARP.

We are confident that you will find the Rincon Team to be uniquely suited and highly qualified in all of the technical and management areas that are required for successful execution of this program. The work program outlined herein is fully negotiable to meet San Fernando's needs for this exciting assignment. We welcome the opportunity to meet with you to discuss this submittal. Please do not hesitate to contact us if you have questions or need additional information.

Sincerely,

Rincon Consultants, Inc.



Reema Shakra, CARP Project Manager
Phone: 213-973-4209
Email: rshakra@rinconconsultants.com

Contact for Clarification



Erik Feldman, LEED AP, Principal
Phone: 805-644-4455
Email: efeldman@rinconconsultants.com

Authorized to contractually obligate and negotiate on behalf of Rincon

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- Appendix A Staff Resumes
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Firm Profile

"The Rincon Team made the development of our updated Greenhouse Gas Reduction Plan simple and designed the Plan to provide a set of implementable measures that reflect the diverse voices in our community in order to reduce emissions, mitigate and adapt to climate change risks, establish resilient neighborhoods, and lead the way toward a more sustainable future. They were very responsive collaborator in the development of the plan with City staff and were mindful of budget and timelines."

- Karen Pan, Administrative Officer, City of Burbank

1 Firm Profile

About Rincon

Rincon Consultants, Inc. (Rincon) is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides professional services to both government and industry. Our skilled professionals have many years of experience in climate action, adaptation, and resilience planning, greenhouse gas (GHG) emissions inventorying and analysis, vulnerability assessment, California Environmental Quality Act (CEQA) compliance and streamlining, energy conservation and electrification, green building, and public engagement related to these services. Our approach focuses on well-designed solutions that respond to our clients' specific needs in a cost-effective manner.

Rincon has extensive experience in climate action and resilience planning as well as implementation and monitoring. We have assisted numerous counties and cities throughout the state with climate action, adaptation, and implementation and have built cutting-edge tools to help jurisdictions track their implementation progress over time. We have also prepared GHG inventories and developed CEQA Guidelines section 15183.5 qualified CAPs and associated CAP/CARP compliance checklists and CEQA GHG thresholds for purposes of CEQA tiering. We have worked on the ground with developers and contractors to design highly efficient all electric buildings utilizing the newest technology including solar photovoltaic, solar thermal, air and water source heat pumps, and battery storage.

Through our extensive CARP experience, we have gained an understanding of the variety of goals that drive the development of a CARP, such as GHG reduction, local vulnerabilities, CEQA streamlining for future development, grant funding and co-benefits such as improved economy, cleaner air, more resilient communities, and improved health. We work with communities to help guide CARP development to meet the needs of the community and establish measures that are implementable within the local political context. We look forward to working with San Fernando and the local community to identify a CARP strategy that fits the local perspective and derives equitable benefits for the entire community.

Rincon *at a Glance*

ESTABLISHED 1994

Rincon Consultants, Inc. was founded in 1994 in Ventura, California. Our guiding principles and core values hold strong to this day.



LOCAL

With an office in Los Angeles and 12 additional offices throughout the state, Rincon is always close enough to provide responsive professional services.



28 PROJECT AWARDS

Rincon has received numerous project awards including awards from APWA, APA and AEP.



400+ STAFF

Our employees are leaders in their professional fields and continually work together to produce high-quality products.



WEBSITE

Find out more about RinconConsultants at www.rinconconsultants.com



Rincon's corporate culture focuses on providing environmental consulting services in a manner that is beneficial to both the environment and our client's needs. We perceive ourselves as an extension of our client's team and function with their best interests in mind. By managing each project with a focus on three primary objectives – economic efficiency, technical excellence, and sustainable approach – we provide superior service that efficiently and effectively meets the needs of our clients.

The Rincon Team knows that fostering a workplace where diversity of thought and opinion, and people who are celebrated will lead to a smarter, more creative, aligned, and socially aware team. These values are built into our project approach by incorporating use of equity guardrails in our planning practice. These values are also carried through our corporate approach where our Diversity, Equity, and Inclusion Committee is working to recruit diverse talent, partner with more diverse business enterprises, and provide high-quality environmental education in the communities in which we live and work. We operate in this capacity because we truly love what we do and want to build the most sustainable future by regularly applying our knowledge and experiences in achieving the highest levels of sustainability in our business operations, as well as our daily lives.

Subconsultants

Climate Resolve | Community Engagement



Climate Resolve focuses on local solutions to global climate change and works to achieve outcomes bestowing multiple benefits. Climate Resolve strives to make California more equitable, just, livable, prosperous, and sustainable today and for future generations by inspiring people to reduce climate pollution and prepare for climate impacts. Climate Resolve fundamentally believes that solutions must

benefit all, especially low-income communities who are most affected by climate change and least able to defend against its impacts. Climate Resolve works with policymakers, planners, and project teams to develop cutting-edge strategies that maximize greenhouse gas reductions, climate adaptation, and other community co-benefits, such as increased access to opportunity and improved public health outcomes. To do this, Climate Resolve works with diverse stakeholders to shape and build consensus around integrated solutions. The state has turned to Climate Resolve as a key partner in developing climate resilience strategies for communities throughout California; for example, through its partnership in updating the Safeguarding California Plan. Climate Resolve also serves as a mentor and facilitator of knowledge exchanges around community climate resilience efforts through its role as chair of the Alliance of Regional Climate Collaboratives for Climate Adaptation (ARCCA). The organization's areas of expertise include: climate resiliency, climate mitigation and adaptation, climate financing, land use planning, environmental equity, government processes, stakeholder engagement, transit-oriented strategies, urban greening/cooling, and community co-benefits.

Equity is at the center of everything Climate Resolve does, and our outreach work has centered on communicating climate change and its impacts as a means of inspiring local action. We take climate research concerning the fate of Los Angeles and make those findings data-accessible and relevant in the day-to-day lives of Angelenos, especially those in vulnerable, low-income communities. Over the last several years, Climate Resolve has organized community presentations in underrepresented communities across the entirety of Los Angeles and has focused on local climate actions by presenting low-cost, achievable solutions. Climate Resolve staff concentrate our outreach on local centers of communities, places like public libraries, community college classes, neighborhood councils, senior centers, and community events. We find that introducing solutions that are both cost-saving and sustainable appeals to a vast majority of audience members. Climate Resolve also addresses the environmental and health co-benefits of climate action, ensuring better air quality, less extreme heat, and more accessible public transportation in residents' communities. Climate Resolve aims to make climate change extremely local, especially in disadvantaged communities that are being most affected by it.

Climate Resolve assisted the City of Long Beach in developing a comprehensive CAAP that set aspirational yet achievable measures to reduce community-wide and municipal greenhouse gas emissions and feasible implementation strategies for adaptation to climate change impacts. Climate Resolve also helped develop and implement a Community Outreach Plan for the CAAP. Facilitating many collaborative discussions with stakeholders, Climate Resolve solicited feedback to shape strategies while also building support and momentum for the implementation of those strategies. Through this project, Climate Resolve interacted directly with disadvantaged communities; many of the census tracts in Long Beach are in the top 25% designated by CalEnviroScreen. A link to the final CAAP is available here:

www.longbeach.gov/lbds/planning/caap/

Iteris, Inc. | Transportation Emissions



Iteris, Inc. (Iteris), a Delaware corporation founded in 1987, is the market leader in providing Traffic Information Management Solutions to the Intelligent Traffic Management Industry. Decades of expertise in traffic management, along with superior services and patented products help detect, measure, and manage traffic and vehicular performance; minimize

traffic congestion; and empower Iteris' clients with solutions to better manage their transportation networks. The firm is headquartered in Santa Ana, California with offices nationwide. Iteris' 425+ staff are experts in transportation planning, traffic engineering, and Intelligent Transportation Systems. Knowledge of these practice areas enables the firm to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience. The innovative solutions Iteris develops and deploys help public agencies reduce traffic congestion, enhance transit use, monitor, and manage transportation networks, and provide greater access to reliable traveler information.

HIP Investors | Funding and Financing



HIP Investor Inc. (HIP) is a globally recognized, multi-sector firm serving sustainable, responsible, and impact investors and investees. Founded in 2006, HIP produces and licenses 125,000

sustainability ratings of investments of all types – including more than 100,000+ municipal bond issuers. HIP's clients include institutional investors and fund managers, as well as family offices, foundations, and endowments, along with hedge funds and retirement plans. HIP's investment methodologies are used by investees to quantify and communicate the level of sustainability and impact, including climate action and energy efficiency. HIP Investor's team of professionals are based in San Francisco, Oakland, Los Angeles, New York City, Copenhagen, and Berlin.

HIP has worked with more than 21 cities and counties, and their sustainability leaders, via the Urban Sustainability Directors Network (USDN), to identify climate-action initiatives that reduce GHG emissions and have a positive return on investment (ROI). These GHG-ROI projects and programs can be financed by sustainability-focused impact investors and fund managers. HIP created, with the City of Palo Alto and USDN, a Scan and Toolkit for Financing Sustainable Cities. HIP's three centers of expertise include: (1) rating investments on sustainability, (2) advising investors seeking impact and profit, and (3) recommending to investees on how to pursue higher impact that can be financed by investors, including climate action plans. HIP authors how-to guides and books, including *The HIP Investor: Make Bigger Profits by Building a Better World* (John Wiley & Sons, 2010), which is included in the curricula of 27 universities, colleges, and graduate degree programs for MBAs and MPAs, as well as Executive Education.

Virtual Planet Technologies LLC | Virtual Reality



Virtual Planet Technologies LLC produces immersive experiences that support community engagement, outreach, and science and policy communication to diverse audiences. Our goal is to educate, start dialog, drive action, and inspire hope for the future of our planet.

As communities worldwide face climate impacts including more frequent flooding, heatwaves, and wildfires, a critical piece of the puzzle has become educating stakeholders in highly creative, insightful, and practical ways. Virtual Planet's immersive stories allow anyone to actually experience climate impacts through hyper realistic 3D models and 360° views of their communities. These experiences convey complex concepts in simple ways, including climate impacts and possible solutions to reduce future and current risks. Our team has a range of expertise including climate scientists, filmmakers, script, communications experts, 3D artists, software developers, and drone pilots. Our applications support planning, management and monitoring activities related to flooding, coastal erosion, heatwaves, wildfire, mental health, and more.

Virtual Planet aims to create accessible, experiential VR products that allow its users—everyone from elementary school students to policy makers—to better grasp the implications of climate change, the long-term timelines around coastal impacts, and experience educational story materials while immersed in VR. In our tools, users interact with 3D models and can raise sea levels to observe potential flooding in real-time and understand the tradeoffs between nature-based vs hard engineering solutions; they can watch a firestorm consume several acres per second in California and visualize the benefits of safety buffers and vegetation management to reduce risks; experience an urban heat island being transformed to include more trees and bike lanes. Finally, equity and inclusion are in the forefront of our minds and is reflected in our core team and collaborators.

Virtual Planet Technologies completed a virtual reality application and complimentary video for the City of Cleveland, Ohio that reimagines how the City could look by implementing measures to reduce or sequester GHG emissions and improve adaptive capacity, such as planting trees. The virtual reality application was interactive and allowed the viewer to physically explore the communities that they are familiar with. The story is narrated by a resident and tells the story of how they grew up in the City and have experienced the impacts of climate change firsthand. The narrator is a young student, waiting for the bus in an unsheltered bus stop as he listens to an announcer on the radio talk about an impending heat wave, defining integral climate change terms, such as urban heat island, throughout the explanation. Cars continue to pass, and the color of the video begins to change, demonstrating the change in temperature. In the community outreach events, heaters are used to blow warm air simultaneously and provide an immersive experience for the viewer. Views from the past are shown with lush trees that line the areas where the current streets are located, providing insight into what a greener, and cooler, Cleveland may look and feel like. As the virtual reality experience and video transition into the future, the screen becomes bright, trees begin to grow, providing shade for residents who ride by on bikes and scooters demonstrating that there is hope and providing visual insight into real solutions. A link to the video if available here:

<https://vimeo.com/637224183/1ce3f01d06>



Experience

"We developed a great partnership with Rincon during the climate action planning process. Rincon ensured that, at its core, the City's Climate Action Plan reduced greenhouse gas emissions through equitable, achievable, and implementable actions that equally benefit all South Pasadenans. We consider them trusted advisors and look forward to working together again in the future!"

- Arpy Kasparian, Water Conservation and Sustainability Analyst, City of South Pasadena

2 Experience

Climate Action and Adaptation Planning

Rincon has a team of more than 400 staff, making us large enough to provide the expertise needed to successfully support our clients plan for and execute meaningful, innovative, and complex projects, yet flexible enough to quickly respond to changes in direction or special challenges that may emerge. Our broad experience in climate action and resilience planning, as well as implementation of the related measures and the advanced experience of key staff in past projects establishes us as particularly well-suited for this project. We have developed policies and ordinances for sustainability measures relating to buildings, energy, water, waste, and transportation as part of our work developing CARPs and CARP implementation for clients across California. Our Rincon Team not only develops plans but also works with our clients to implement those plans to create real change. We work with developers to create all-electric buildings, internally with municipalities like our work with the San Mateo Regional Climate Action Planning Suite program implementing measures and actions, and recently with the City of Berkeley on a first-of-its-kind analysis and plan for citywide electrification. Our unique combination of policy and implementation experience allows us to craft real world solutions to some of California’s most difficult climate-related challenges. The image below demonstrates the breadth of the climate action, adaptation, and resilience work that the Rincon has completed for various jurisdictions throughout the state.



Rincon recognizes the role that climate action planning plays in achieving California’s GHG reduction targets and resilience strategies and has made it a priority in our practice. As such, this program will be among the firm’s highest priorities. Our references will attest to Rincon’s demonstrated ability to respond on short notice to our clients’ needs and our proven track record of innovative and completion of highly complex assignments on time and within budget. To do so, we have developed web-based tools to analyze key emission sectors, develop emission reduction and resilience measures, determine implementation feasibility, and track of implementation over time, as detailed to the right. Rincon also has extensive experience in CEQA for plan adoption and as well as in implementation and monitoring of CARPs after adoption. We have conducted CEQA analysis in nearly every city in California for nearly 30 years, including the City of San Fernando. We have also developed qualified CARPs and associated project-level CARP compliance checklists, as well as GHG thresholds for CEQA tiering.

Climate Action Plans and Greenhouse Gas Inventories

Rincon has prepared CAPs, GHG Reduction Strategies, Sustainability Plans, and GHG Reduction Scorecards, as well as the associated GHG inventories, for municipalities, special districts, universities, and private clients throughout California. Specifically, our team has prepared over 50 CAPs and GHG Reduction Strategies throughout the state. None of the CAPs prepared by Rincon have been legally challenged. Our team is comprised of California Air Resources Board (CARB) -Accredited Lead Verifiers who specialize in understanding the intersection of emissions across the state. Cumulatively, we have audited approximately 40 percent of the state’s Cap-and-Trade covered GHG emissions annually, giving us unparalleled experience with a wide variety industries and inventory methodologies and a comprehensive understanding of best practices. The table below includes Rincon’s recent climate action planning and GHG inventory experience. Rincon has also prepared the associated CEQA assessments for the majority of our climate action planning efforts and recognizes the benefits of establishing a qualified CARP framework, which provides the City with the ability to streamline future CEQA GHG analyses by being able to tier off the CARP. This unique combination of expertise allows us to develop accurate and defensible CEQA documents in a cost-effective manner.

Agencies that Rincon has Assisted with GHG Inventories and/or CAPs			
Berkeley College	City of La Canada	City of Pinole	County of Santa Barbara
Calaveras County	City of Lake Elsinore	City of Pismo Beach	CSU, Channel Islands
City of Albany	City of Livermore	City of Pittsburg	Imperial County
City of Arroyo Grande	City of Madera	City of Pleasanton	Kings County
City of Atascadero	City of Montclair	City of Port Hueneme	Merced County
City of Beverly Hills	City of Morro Bay	City of Sacramento	Oxnard College
City of Burbank	City of Pasadena	City of San Luis Obispo	Peralta Community College District
City of Chico	City of Paso Robles	City of San Marcos	San Mateo County
City of Cupertino	City of Vista	City of Santa Barbara	Santa Clara County
City of Dublin	City of Walnut	City of Santa Cruz	
City of Grover Beach	City of West Hollywood	City of South Pasadena	

Select project experience, which include the website where each document is available, are featured further in this section under “Project Experience.”

Climate Adaptation Plans, Vulnerability Assessments and Safety Elements

Rincon prepares cutting edge climate vulnerability assessments and develops effective adaptation and resilience plans across local and regional scales. At the local level, Rincon prepares climate vulnerability assessments and adaptation plans as a component of CARPs, Local Coastal Programs, General Plan updates, and Local Hazard Mitigation Plans. The following list shows Rincon’s climate adaptation planning experience.

Agencies that Rincon has Assisted on Climate Adaptation and Resilience Planning

- Calaveras County & Angels Camp City Wildfire-related GHG Inventory and Adaptation Strategies
- City of Calabasas General Plan Update + Wildfire and Evacuation Assessments
- City of Carmel Adaptation Strategy
- City of Cupertino Adaptation Strategy
- City of Pajaro Valley Water Management Agency Local Hazard Mitigation Plan
- Greater Placerville Wildfire Evacuation preparedness, Community Safety, and Resiliency Plan
- Nevada County Extreme Climate Event Mobility/Adaptation Plan
- San Bernardino Water Valley Authority Climate Adaptation and Resilience Plan (CARP)

Agencies that Rincon has Assisted on Climate Change Vulnerability Assessments

- City of Avalon General Plan Update + Local Coastal Plan
- City of Beverly Hills Climate Vulnerability Assessment
- City of Burbank Climate Vulnerability Assessment
- City of Carlsbad Vulnerability Assessment
- City of Hayward Climate Vulnerability Assessment
- City of La Cañada Flintridge Climate Vulnerability Assessment
- City of Livermore Climate Vulnerability Assessment
- City of Monterey Park Climate Vulnerability Assessment
- City of Nevada City Climate Vulnerability Assessment
- City of Ojai Climate Vulnerability Assessment
- City of Oxnard Local Coastal Plan Update, Climate Vulnerability Assessment, + Sea Level Rise Adaptation Strategy Report
- City of Pasadena Climate Vulnerability Assessment
- City of Port Hueneme General Plan Update + Local Coastal Plan¹
- City of Rolling Hills Climate Vulnerability Assessment
- City of San Leandro Climate Vulnerability Assessment
- City of Santa Barbara (Yanonali St.) Sea Level Rise Assessment
- City of Simi Valley Climate Vulnerability Assessment
- City of South Pasadena Climate Vulnerability Assessment
- City of Ventura Climate Vulnerability Assessment
- City of Walnut Climate Vulnerability Assessment
- Fresno County Vulnerability Assessment
- San Mateo County Climate Vulnerability Assessment
- Stanislaus County Climate Vulnerability Assessment
- Trinity County Vulnerability Assessment

Agencies that Rincon has Developed Resilience Policies as part of Safety Element Updates

- City of American Canyon Safety Element
- City of Bakersfield Safety Element
- City of Beaumont Safety Element
- City of Brea Safety Element
- City of Burbank Safety Element
- City of Carlsbad Safety Element
- City of Claremont Safety Element
- City of Duarte Safety Element
- City of Hayward Safety Element
- City of Monterey Park Safety Element
- City of Nevada City Safety Element
- City of Ojai Safety Element
- City of Palmdale Safety Element
- City of Rolling Hills Safety Element
- City of San Fernando Safety Element
- City of Sierra Madre Safety Element
- City of Simi Valley Safety Element
- City of Thousand Oaks Safety Element
- City of Ventura Safety Element
- City of Palo Alto Safety Element
- City of Petaluma Safety Element
- City of Piedmont Safety Element
- City of Port Hueneme Safety Element
- City of San Leandro Safety Element
- City of San Ramon Safety Element
- City of Santa Maria Safety Element
- City of Solvang Safety Element
- City of Ukiah Safety Element
- Trinity County Safety Element

¹ Received Award of Excellence from the APACA Central Coast & Award of Merit from AEP

Project Experience

The following section includes detailed experience for projects involving similar scopes of service.

City of Burbank

Greenhouse Gas Reduction Plan and Environmental Review

Burbank, California



Rincon is currently overseeing the preparation of a Greenhouse Gas Reduction Plan (GGRP) Update for the City of Burbank that will serve as a "qualified GGRP" under CEQA. The work scope includes development of an updated GHG inventory, forecast, reduction measures, and CEQA analysis with streamlining documentation. The Burbank GGRP Update builds upon the efforts of the City's 2035 GGRP, adopted in 2013, with an updated GHG inventory and GHG-reduction targets to meet the state's stringent 2030 reduction targets of reducing GHG emissions to 40 percent below 1990 levels. The Rincon team is working closely with Burbank to engage all City departments, including the utility provider Burbank Water and Power, in development of GHG-reduction measures that are supported by substantial evidence. Rincon is also using the unique opportunity of virtual community and stakeholder outreach to implement tools to further the reach of engagement efforts to enable a diverse and equitable community voice in plan development. Prior to adoption of the GGRP Update, Rincon will develop the documentation needed to unlock the potential to use the GGRP Update as a tool for streamlining development review, including the CEQA analysis and GGRP consistency checklist. To ensure future legal defensibility of the GGRP Update, Rincon is establishing a streamlined implementation tracking program centered around the use of the Rincon's proprietary CAPDash tool, which will allow regular and transparent reporting of the status of the GGRP Update implementation. The Public Review Draft is currently available and the Final GGRP Update is anticipated to be adopted in May 2022.

Dates: February 2020 to Present

Staff: Erik Feldman (Principal-in-Charge), Hannah Mize (Project Manager), Andrew Beecher (Technical Lead)

Website: www.burbankca.gov/web/community-development/climate-action-plan

City of Beverly Hills

Climate Action and Adaptation Plan

Beverly Hills, California



The City of Beverly Hills has been engaged in climate change mitigation and resilience for a long time, with a keen focus on maintaining economic vitality. Beverly Hills was an early member of the Clean Power Alliance, which allowed businesses and residents to purchase low carbon electricity without increasing electricity rates. Beverly Hills has also converted a portion of the City-owned vehicle fleet to renewable fuels through the assistance of the State's Low Carbon Fuel Standards Program.

Rincon is currently preparing a Climate Action and Adaptation Plan (CAAP) to assist Beverly Hills in furthering their previous efforts in greenhouse gas mitigation, and to prepare the city's residents and business for the current and future impacts of climate change. The CAAP will layout tiered greenhouse gas emissions reduction pathways for Beverly Hills to eventually become a carbon neutral city, with each pathway evaluating the economic impact to businesses and residents while considering priorities of their unique demographics. The CAAP includes a robust climate change vulnerability assessment which guided the development of resilience strategies. The CAAP is intended to demonstrate compliance with key state greenhouse gas reduction legislation, including Senate Bill 32 and Executive Order B-55-18, and will be supplemented with analysis under CEQA for greenhouse gas emissions streamlining purposes. To track CAAP implementation and greenhouse gas emissions reductions tracking over time, Rincon is providing Beverly Hills with the proprietary CAPDash tool, which will allow for streamlined reporting of implementation status to stakeholders.

Dates: February 2021 to December 2023

Staff: Erik Feldman (Principal-in-Charge), Reema Shakra (Adaptation Advisor and Project Manager), Andrew Beecher (Greenhouse Gas Technical Lead and Assistant Project Manager), Camila Bobroff (Climate Vulnerability Assessment Technical Lead)

Website: 9021zeroemissions.rinconconsultants.com

City of Port Hueneme

Climate Action and Adaptation Plan

Port Hueneme, California



The City of Port Hueneme has approximately 21,954 residents and is a similar size as San Fernando. Additionally, similar to the City of San Fernando, Port Hueneme has a large population of residents that speak a language other than English at home, over ten percent of residents lack health insurance, fewer than 25 percent of residents have a bachelor's degree or higher, and the median household income is less than \$65,000, which is over \$10,000 less than the median household income statewide (\$78,672).¹

Rincon prepared a Climate Action and Adaptation Plan (CAAP) as part of the comprehensive update of the Port Hueneme General Plan and EIR program. The CAAP including a climate vulnerability assessment, GHG inventory, and adaptation and GHG mitigation measures and incorporated work completed to date and address contemporary planning issues like climate change, safety, housing, and economic resilience. The CAAP also addressed all new statutory State requirements such as: climate change, greenhouse gas emissions, and sustainability (Executive Orders, AB 32, SB 375, SB 197, SB 32), climate adaptation and resiliency strategies (SB 379, AB 2140), vehicle miles travelled (VMT) analysis under CEQA (SB 743), and environmental justice (SB 1000). The Rincon team accomplished this during the State's shelter-in-place mandate and conducted all engagement virtually. This program was accomplished in a way that worked within the context of Port Hueneme's needs and environment while creating a modern, legally defensible document. The project won Award of Excellence for the 2022 American Planning Association's California Chapter (APACA) Central Coast Planning Award and the Award of Merit for the 2022 Associates of Environmental Planning (AEP), Planning Document Award.

Dates: November 2019 to October 2021

Staff: Reema Shakra (Adaptation Advisor), Camila Bobroff (Climate Action and Adaptation Plan Assistant Project Manager)

Website: <https://www.ci.port-hueneme.ca.us/1272/2045-General-Plan>

¹ <https://www.census.gov/quickfacts/CA>



Key Personnel

"We had an extremely positive experience with Rincon on Berkeley's Existing Buildings Electrification Strategy. The team was thoughtful, collaborative, and professional, providing high quality deliverables on time and within budget. They consistently went above and beyond what was expected, bringing technical expertise, skillful project management and excellent graphic design resulting in a great product. They fostered a positive and supportive team culture and were a pleasure to work with."

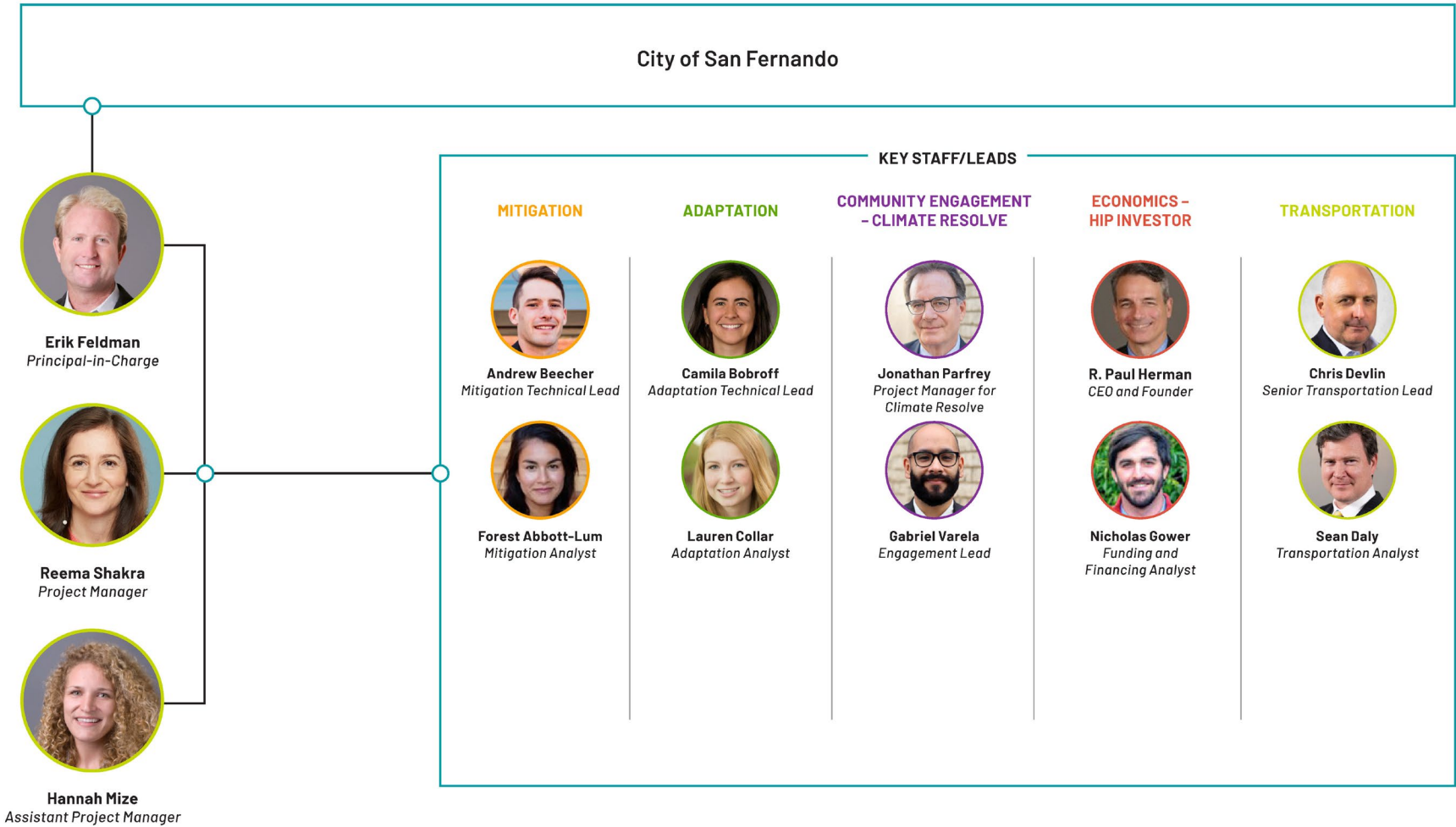
Katie Van Dyke, Chief Resilience Officer Office of Energy & Sustainable Development, City of Berkeley

3 Key Personnel

Rincon has operated its climate service line with the simple idea that we want our work to result in tangible, positive change in the community. Plans and roadmaps that sit on the shelf serve no purpose. Therefore, we set out to tackle the hurdles to successful climate action and resilience planning by working with our clients and their communities, opening communication across City and County departments, and not shying away from complex problems. For the City of San Fernando CARP, Rincon has assembled a team of highly skilled environmental science and planning professionals who combine extensive technical qualifications and knowledge of climate action and resilience planning with several years of experience working in the region. Additionally, we have partnered with a team of experts from Climate Resolve, Iteris, and HIP Investors. Virtual Planet Technologies are available to join the team should the City select the virtual reality optional task. We also recommend offering the mini-grant set aside in our proposed budget to organizations such as the Fernandeano Tataviam Band of Mission Indians to serve as a partner in engaging harder-to-reach community members. Brief biographies for key team members are included on the following pages. Detailed resumes with project references are provided in Appendix A.

Team Organization

The following page illustrates the composition of our team.



Biographies for Key Personnel

Rincon has assembled a team of highly skilled environmental science and planning professionals who combine extensive technical qualifications and knowledge of CEQA with several years of experience working in the region. Brief biographies for key team members are included on the following pages, with full resumes attached.

Rincon Team

Erik Feldman | Principal-in-Charge



Erik Feldman's experience includes greenhouse gas modeling and auditing, climate action and adaptation planning and sustainability design and program development. Additionally, he is involved in a wide range of urban planning and land use studies, sustainable development review, and CEQA environmental documentation and permitting activities. He has assisted numerous local agencies and development projects with the development of greenhouse gas thresholds, analytical methods, and resilience and reduction strategies in California. Mr. Feldman also has extensive experience preparing Qualified greenhouse gas Reduction Plans as defined by CEQA Guidelines 15183.5 and utilizing these plans to streamline greenhouse gas CEQA analysis for

development projects. Mr. Feldman applies this experience in the successful management of environmental and sustainability projects for variety of clients in the public and private sectors. He has led and participated in numerous greenhouse gas- and sustainability-related presentations including for the California American Planning Association and at universities such as California State University (CSU), Channel Islands, California State University, CSU Long Beach, Cal Poly San Luis Obispo, University of San Diego, and University of California, Santa Barbara. He has also served as a member of the Board of Directors for the U.S. Green Building Council

California Central Coast Chapter and is a member of the Steering Committee for the Gridley Water Group in Ojai.

Reema Shakra | Project Manager



Ms. Shakra is a Climate Adaptation Program Manager with 17 years of consulting and public agency experience in climate action and adaptation planning and community outreach and engagement. Ms. Shakra has a wide-ranging policy background, having prepared or managed general plan updates, climate action plans, local coastal program updates, corridor plans, and climate adaptation plans. She co-authored a step-by-step guidebook for the Southern California Association of Governments region which provides local governments with a compendium of tools, resources, and best practices to efficiently advance their climate adaptation planning process. Ms. Shakra is preparing climate vulnerability assessments and adaptation policies and measures for several

cities in the Los Angeles region, including for the cities of San Fernando, Calabasas, Beverly Hills, Monterey Park, and Claremont. She is an active member of the statewide Alliance of Regional Collaboratives for Climate Adaptation, Los Angeles Regional Collaborative for Climate Action and Sustainability, and the American Society of Adaptation Professionals.

Hannah Mize | Assistant Project Manager

Hannah Mize has a strong foundation in and experience with a wide range of climate action planning as well as greenhouse gas emissions assessments. She has experience assisting with and managing climate action plans, which includes overseeing data collection; completing inventory and forecast calculations; setting targets; developing emission reduction and adaptation/resilience measures; participating in community outreach; and completing draft and final plans. She is currently managing the City of Burbank's Greenhouse Gas Reduction Plan Update as well as the City of Pittsburg's Climate Action Plan and recently oversaw the completion of the City of South Pasadena's inaugural Climate Action Plan, all of which are CEQA streamlined greenhouse gas emissions reductions plans. Ms. Mize also oversees the verification of greenhouse gas emissions and low carbon fuel through the California Air Resource Board Cap-and-Trade Program following the requirements of the Mandatory Reporting Regulation and the Low Carbon Fuel Standard, respectively. Ms. Mize manages the team's robust auditing program, which has collectively verified approximately 40 percent of the State of California's industrial greenhouse gas emissions annually, over the past four years. She has conducted greenhouse gas verification services throughout the State for electricity generators, electricity and natural gas providers, oil and gas production facilities, refineries, mines, and fuel suppliers in conformance with the Assembly Bill 32 Mandatory Reporting Regulation. She has also worked with transportation agencies to verify low carbon fuel.

Andrew Beecher | Mitigation Technical Lead

Andrew Beecher is a Sustainability Planner for Rincon Consultants, Inc., where he works as GHG technical specialist and project manager for the Environmental Planning Services Group. His experience includes greenhouse gas inventory development, GHG reduction strategy development and quantification, Climate Action Plan implementation and state GHG reporting audits. He has worked as technical lead on municipal, city and county-wide GHG inventories and GHG reduction measure development, for which he has developed tools to streamline calculation of GHG emissions inventories, forecasts, and GHG reduction measures simultaneously for multiple jurisdictions and years. He has experience conducting GHG verification services for oil and gas production facilities and fuel suppliers in conformance with AB-32 Mandatory Reporting Regulation, as well as verification for the California Low Carbon Fuel Standards Program. He has also worked as outreach coordinator for Rincon's award-winning Climate Action Plan Implementation project, the Del Mar Home Energy Savings Program, taking on a unique approach to socially equitable policy implementation.

Camila Bobroff | Adaptation Technical Lead

Camila Bobroff is a Sustainability Planner with Rincon's Environmental Planning and Sustainability Group. Ms. Bobroff has substantial experience with data analysis, greenhouse gas emissions inventories, and developing climate action measures and adaptation strategies. She is currently responsible for assisting in the preparation of Climate Action Plans, Climate Adaptation Plans, Climate Change Vulnerability Assessments, Carbon Inventories, and Safety Elements for jurisdictions across California. Ms. Bobroff authored the climate vulnerability discussion in the Safety Element update for San Fernando.

Lilly Rudolph | Expert Grant and Ordinance Writer



Ms. Rudolph is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Ms. Rudolph has developed a broad background of experience ranging from preparing long range planning documents to overseeing civic engagement and outreach strategies. She has processed a range of development applications for cities and counties and has prepared land use-specific ordinances and is experienced in the preparation of nonprofit-funded grant applications and grant management.

Subconsultant Team

Jonathan Parfrey | Climate Resolve | Project Manager for Climate Resolve



Before founding Climate Resolve, Jonathan Parfrey served as a commissioner at the Los Angeles Department of Water and Power (2008-2013). Jonathan is a founder and board member of CicLAVia, the popular street event, as well as a founder of the statewide Alliance of Regional Collaboratives for Climate Adaptation. He served as director of the GREEN LA Coalition (2007-2011), and as the Los Angeles director of Nobel Peace Prize-winning organization Physicians for Social Responsibility (1994 to 2007). Prior to that, Jonathan founded and directed the Orange County Catholic Worker (1987-1993). He was appointed to Governor Schwarzenegger’s Environmental Policy Team in 2003. Jonathan received the Paul S. Delp Award for Outstanding Service, Peace and Social

Justice (1992), and was awarded a Durfee Foundation Fellowship (2002), a Stanton Fellowship (2010), and was appointed a Senior Fellow at the USC Marshall School of Business (2011).

Gabriel Varela | Climate Resolve | Engagement Lead



Gabriel Varela is an experienced outreach and community liaison having spent years working closely with his local communities. He started by providing grassroots educational opportunities on a myriad of local issues in Boyle Heights and has continued to advocate for access to local resources on behalf of the communities he grew up in. He focuses on relationship building by sharing his lived experience as a native Angeleno and learning from the stories of those communities he works with. Before joining Climate Resolve, Gabriel worked with GRID Alternatives, a local non-profit organization dedicated to democratizing access to solar energy and solar jobs in communities that have historically lacked access to those resources. As an outreach coordinator and manager, he guided

countless families and individuals through the process of obtaining photovoltaic systems on their homes potentially saving families up to 100% of their energy consumption. Before GRID Alternatives, Gabriel worked with the Los Angeles Center for Affordable Tenant Housing where he engaged multiple local stakeholders in the local affordable housing community around housing rights education. He collaborated with multifamily housing owners, managers, and tenants to spearhead an educational effort to disseminate knowledge about section-8 housing rights, responsibilities, and habitability standards.

Chris Devlin | Iteris | Senior Transportation Lead

Mr. Devlin has served as a Senior Engineer Planner of Iteris' Consulting Solutions since 2013. He has 31 years of experience in transportation planning and has managed and participated in a wide variety of transportation studies. These include travel demand forecasting studies, travel surveys, traffic impact studies, parking studies, and corridor studies. Mr. Devlin is an experienced travel demand forecaster, having developed and worked on over twenty different traffic models throughout the world. He is proficient in several modeling packages including TransCAD and Cube. He has developed model outputs to support the economic, financial, and environmental analysis of major highway, transit, and aviation projects and well as vehicle miles traveled (VMT) statistics for Senate Bill 743. Mr.

Devlin is also proficient in the use of Geographic Information Systems (GIS) for problem-solving, analysis, and presentation of results. He has designed and run GIS training courses specifically for Transportation Planners, including the design and coding of GIS utilities and scripts. Mr. Devlin has also performed several large-scale transportation surveys from the survey design stage, through implementation, data cleaning, database population, and reporting.

Sean Daly | Iteris | Transportation Analyst

Mr. Daly is a Senior Planner for Iteris' Consulting Solutions. He has 22 years of public sector and professional consulting experience in transportation planning and has been with Iteris since 2006. Sean's approach to planning puts people first to ensure access and connectivity rather than barriers and isolation. He is supported by Iteris' focus on to bring professional planning services to his clients through a broad array of knowledge, expertise, and experience. Before Iteris, Sean was the Transportation Improvement Program Manager at the Boston Metropolitan Planning Organization (MPO). He is the Membership Officer for the American Planning Association (APA) Louisiana Chapter, and previously served on the National Planning Conference Committee as the Mobile Workshop Chair

for the 2018 National Planning Conference in New Orleans. He is the past Chair of the ASCE Louisiana Transportation and Development Institute, and currently serves on the St. Tammany Parish Board of Zoning Adjustment.

R. Paul Herman | HIP Investor | Funding and Financing Lead

R. Paul Herman is CEO of HIP Investor, is a globally recognized leader in investing to pursue positive impact and profit. HIP (Human Impact + Profit) Investor produces and licenses 125,000 impact investment ratings of stocks, bonds, and funds to investors, family offices, family foundations, fiduciaries, wealth advisors, fund managers, hedge funds, and retirement plans, including 401(k)s. HIP's Ratings also help drive the Newsweek Green Rankings and the Peter Drucker Index. HIP's Portfolios focus on sustainable equities and REITs, and thematically invest in "great places to work" and fossil-fuel-free strategies. He founded HIP Investor 13 years ago to show that investments across all asset classes can solve human, social and environmental problems - and can be more

profitable and less risky than being extractive of people, natural resources and trust.

Nicholas Gower | HIP Investor | Funding and Financing Analyst



Nicholas Gower is the Vice President of HIP Investor. His work has focused on managing much of the daily operations, as well as, marketing and outreach efforts. Additionally, Mr. Gower contribute to the databases of sustainability and human impact data for potential investments. His experience includes co-creating the Financing Sustainable Cities Scan and Toolkit, which is an action-oriented "how-to toolkit" for cities to catalog implementable and emerging funding mechanisms that can support cities striving towards bold climate action and sustainability goals. Additionally, he has developed quantitative scorecards to measure human impact, for proprietary investment analysis for the Global Alliance for Banking on Values (GABV) membership, based on the performance of

current member customer loans and business operations.



References

"It took a unique team to navigate Chico through a controversial update of its Climate Action Plan, especially during COVID-19. The global pandemic posed numerous challenges, including ensuring a sincere and robust public engagement program and working with the City's newly created Climate Action Commission in a virtual space. Rincon not only met, but exceeded, the City's expectations. The Rincon Team met all deadlines and always with quality deliverables. I've worked with myriad consultants over the past 20 years, and Rincon stands out due to their responsiveness, clear communication, quality writing, focus on problem-solving, and overall professionalism. Bottom line – we'll be using them again!"

Brendan Vieg, Community Development Director, City of Chico

4 References

We invite you to contact any of the individuals listed below regarding our qualifications, skills, and project management.

City of Burbank, Greenhouse Gas Reduction Plan and Environmental Review	
Contact:	Fred Ramirez, Assistant Community Development Director-Planning
Address:	275 East Olive Avenue, Burbank, California 91502
Phone:	818-238-5273
Email Address:	FRamirez@burbankca.gov
Project Description:	See <i>Project Experience</i> above.
City of South Pasadena Climate Action Plan and Environmental Review	
Contact:	Arpy Kasparian, Sustainability Analyst
Address:	1414 Mission Street., South Pasadena, California 91030
Phone:	626-403-7253
Email Address:	akasparian@southpasadenaca.gov
Project Description:	Rincon prepared the South Pasadena Climate Action Plan which serves as a roadmap to meet state GHG reduction targets by 2030 and demonstrate substantial progress toward achieving carbon neutrality by 2040. Rincon assisted the City with a grant application for \$120,000 from the Southern California Association of Governments to prepare and develop the CAP.
City of Beverly Hills, Climate Action and Adaptation Plan	
Contact:	Josette Descalzo, Environmental Compliance and Sustainability Programs Manager
Address:	345 Foothill Road, Beverly Hills, California 90210
Phone:	310-285-2554
Email Address:	jdescalzo@beverlyhills.org
Project Description	See <i>Project Experience</i> above.



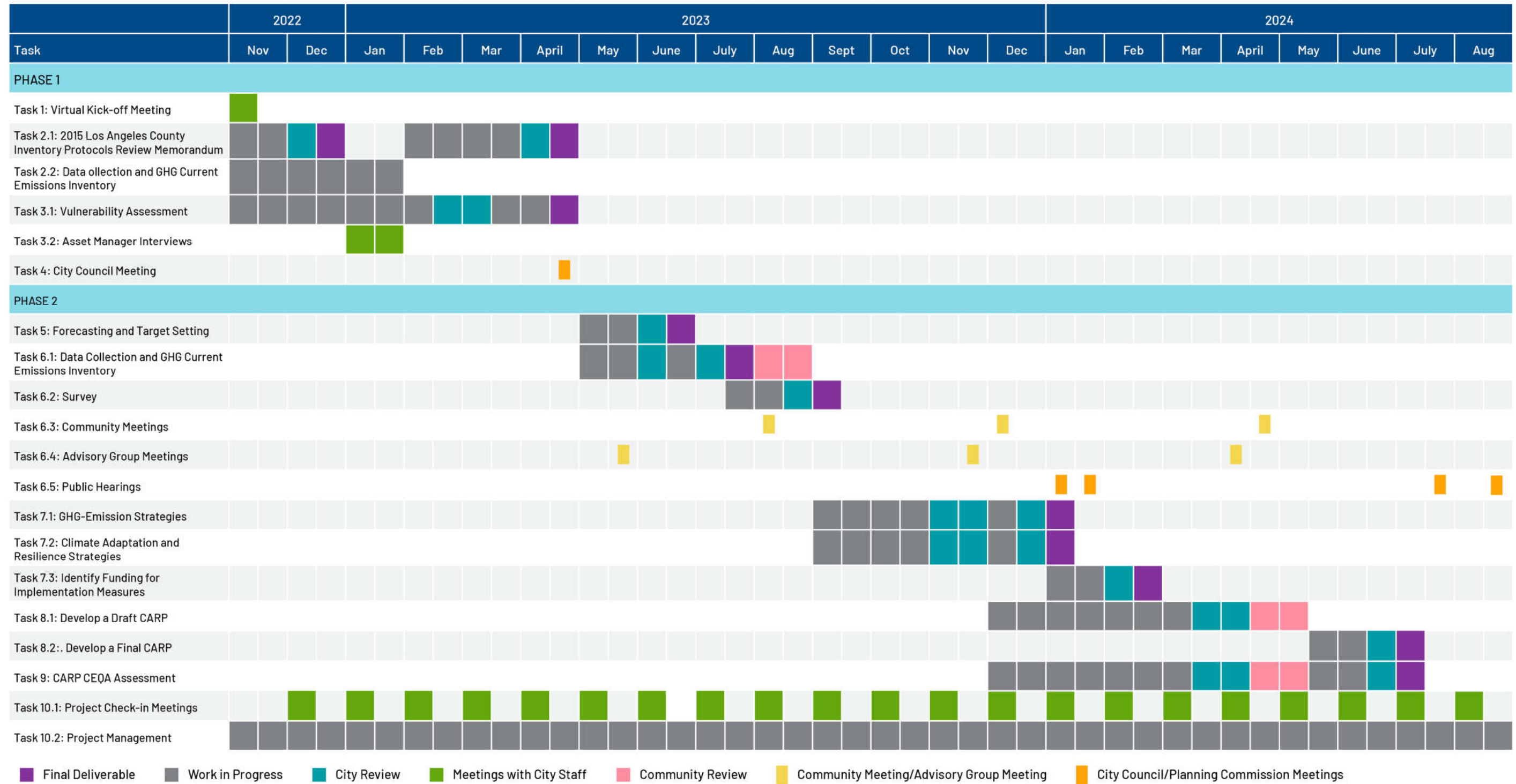
Project Schedule

"On behalf of the City of Pasadena I want to thank the Rincon Team for your excellent performance on the City's GHG inventory, Climate Action Plan, CEQA review, and CAP consistency checklist. Rincon's overall approach to climate action planning has been very responsive and effective at dealing with the ever-evolving nature of climate change legislation and policy. Throughout the climate action planning process Rincon provided creative solutions that are successful in helping Pasadena reach its GHG reduction goals. Rincon's staff demonstrate a deep understanding of climate planning issues and a willingness to collaborate with City staff to deliver documents consistent with our expectations."

- Anita Cerna, Senior Planner, City of Pasadena

9 Project Schedule

The Rincon Team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted on the following graphic, Rincon proposes to adhere to an approximately 22-month schedule that allows the Draft CARP to be circulated by April 2024 and adopted by July 2024, with an official kickoff date in November 2022. As part of the schedule design, we have included at least 10 working days for City review of each task or phase. For the more robust deliverables, including Task 2, *Vulnerability Assessment*, Task 7, *Develop Policies and Strategies*, Task 8.1, *Draft CARP*, and Task 9. *CARP CEQA Assessment*, an approximately 20-working-day City-review period is proposed to provide additional time for the City. We have also built-in a 1-month public review for the Draft CARP and CEQA document after the City's review to allow the community to provide feedback which will be discussed with the City and integrated into the Final CARP and CEQA document, as appropriate.





Project Scope and Cost

"The development of the Climate Action Plan (CAP) has been a very collaborative effort. This is the first ever of its kind for an agency as large and as specialized as ours and, as such, has presented a number of challenging tasks to keep the project moving forward. Rincon's CAP Project Manager has gone above and beyond to ensure our needs have been met, that potential issues are brought to our attention and worked through with thoughtful, well-reasoned solutions. Our goal has been to provide a quality, meaningful product that will be used to guide decision making in the future and as such, has high level of technical detail and well-reasoned solutions. Rincon's team have met or exceeded our expectations in every way. We have pushed this team to meet schedules that would have broken other consultants and they have worked diligently and tirelessly to ensure that not only are deadlines met, but met with a quality product. Their CEQA team is the best - knowledgeable, savvy, and as good in every way as the Climate Action team. I highly recommend the Rincon Team."

Malinda Stalvey, Metropolitan Water District Sr. Environmental Specialist

6 Project Scope and Cost

Approach

Rincon has over 400 professional staff and is of a sufficient size that it has the resources to manage and successfully assist San Fernando with the CARP, as well as execute a number of projects concurrently, including the City's Safety Element update and environmental documentation for zoning updates associated with the draft Housing Element. In any given year, Rincon manages more than 400 assignments for more than 150 clients statewide. We are experts in managing sustainability and adaptation programs involving multiple concurrent assignments and are successfully executing several similar service agreements. If selected, the City's interconnected planning efforts will be one of the Rincon Team's top priorities. We achieve cost, schedule, and resource control utilizing the following three-step process - (1) cost and schedule baselines are established; (2) cost and schedule data are collected and reported on a monthly basis to the project managers; and (3), deviations in cost or schedule performance are discussed internally, and if necessary, with City staff, and corrective actions are taken. We recognize our obligation to anticipate, identify, and resolve all problems - technical, managerial, and financial - as early as possible. We identify and avoid problems by thoroughly planning the project; realistically budgeting time, labor, and costs; clearly communicating with the City, and closely monitoring the performance of staff and any associated subcontractors. Our goal is to develop meaningful products that will aid the City in effectively implementing sustainability and adaptation measures and achieving the goals established in the CARP.

The flow chart depicted on the next page presents the approach we anticipate using to prepare the CARP, including grant-funded Phase 1 tasks and completion of the CARP for Phase 2. We propose to undertake community engagement early and throughout Phase 2 to generate input that can meaningfully influence the planning process and generate community-supported adaptation and mitigation measures. The CARP process begins with data gathering and technical assessments (GHG emissions inventory, climate vulnerability assessment, GHG forecasting) followed by engagement to define equity guardrails (or principles) and gather input to round out our understanding of climate impacts and the ability for communities to adapt and prepare. These steps are followed by initial measure development with City departments, followed by input from the community. The measures are incorporated into a draft CARP, presented to the Planning Commission and City Council for discussion. The environmental review process is initiated on the draft CARP. After a public comment period, a final CARP and final environmental document is presented for recommendation by the Planning Commission and adoption by the City Council.



Workload Coordination

The Rincon Principal-in-Charge and Project Manager involved in this contract are technical experts in the environmental industry. As a member of the Board of Directors and Principal in the firm and leader of the statewide sustainability and climate adaptation planning service line, Mr. Feldman has the ability and company authority to direct and commit staffing resources towards the CARP, allowing for the timely delivery of critical work products throughout the full length of the planning process. As an additional level of internal coordination, the Rincon Team meets bi-weekly to discuss and allocate work, as necessary. Our quality control procedures are also well established and are integrated into all aspects of our professional practice. These techniques include careful management of workload commitments (See Task 11 for more information on our quality assurance/quality control [QA/QC] process).

Our reputation is founded on providing high-quality products, on time and within budget. Most of our projects are performed by small teams of specialists within short time frames characterized by intensive activity. That includes working intimately with subconsultants, including Climate Resolve, Iteris, HIP Investors, and Virtual Planet Technologies, such that they act as an extension of Rincon's overall team with seamless integration.

Scope of Work

This scope of work is designed to be completed in two phases, as requested in the RFP.

Phase 1

Rincon understands that Phase 1 of the CARP is funded through a grant provided by the Southern California Gas Company (SoCalGas) and the work must be 85 percent complete by December 31, 2023.² Based on the scope of work, we anticipate that the tasks in Phase 1 could be completed in six months.

Task 1 Kick-off Meeting

Rincon will work with City staff to organize a virtual kick-off meeting with the City's Project Team to discuss project goals and objectives. The kick-off meeting will provide an opportunity to refine the scope of work and proposed schedule. This meeting will also serve to establish project management procedures, including invoicing terms and communication protocols. Following the kick-off meeting, the Rincon Team will provide an adjusted schedule, if necessary.

Assumptions

- Rincon will host a (one-hour) virtual kick-off meeting.
- Rincon's Project Manager and Assistant Project Manager will attend the meeting.

Deliverables

- Kick-off Meeting Agenda and Meeting Summary

² <https://www.socalgas.com/sustainability/sustainability-at-socalgas/climate-grant>

Task 2 Greenhouse Gas Emissions Inventory

This task includes collecting data and calculating a current community and municipal emission inventory.

Task 2.1 2015 Los Angeles County Inventory Protocols Review Memorandum

As part of the process to develop this proposed scope of work, Rincon completed a preliminary peer review on the inventory completed for the City of San Fernando as part of the Los Angeles County GHG Emissions inventory.³ Based on the Rincon Team's preliminary, it appears that the previous inventory may include sources that do not align with the protocols recommended by agencies such as Local Governments for Sustainability (ICLEI), including stationary source emissions from facilities that are regulated by California Air Resources Board (CARB) per the Mandatory Reporting Regulation (MRR). Likewise, the emissions inventory does not include emissions from transmission and distribution (T&D) losses associated with electricity. Therefore, Rincon proposes to complete a more robust review of the current inventory and prepare a brief memorandum comparing the existing methodology used in the 2015 emissions inventory with the ICLEI protocols. Rincon will then update the emissions inventory by removing stationary source emissions and calculating the emissions from T&D losses and include a table in the memorandum summarizing an updated baseline emissions inventory. Updating the emissions inventory would provide an opportunity for the City to compare emissions trends between years.

Assumptions

- Based on our preliminary review of the previous emissions inventory, stationary emissions should be removed, and T&D calculations need to be included to ensure a consistent inventory between the baseline emissions and the current/future emissions levels.
- All applicable data from previous inventories is available in the LA County GHG Emissions Inventory Methodology and Summary document or will be provided to Rincon by the City, if necessary.

Deliverables

- 2015 LA County Inventory Protocols Review Memo (Word and PDF)

Task 2.2 Data Collection and GHG Current Emissions Inventory

Task 2.2.1 Data Collection

In our experience, the data collection process can take the greatest amount of time because data comes from multiple sources. Therefore, to streamline the data collection process and reduce any delays, Rincon has established specific data request documents and tracking mechanisms. For the community and municipal inventory, it is anticipated that the primary data sources would include Southern California Edison (electricity) and SoCalGas (natural gas) for energy usage and the City of San Fernando Water Division for water data. Community waste data would be retrieved by Rincon from CalRecycle. Iteris will provide community traffic data, specifically on-road transportation-related community vehicle miles traveled (VMT) based on the Southern California Association of Governments (SCAG) model. Iteris will interpolate/extrapolate VMT using the SCAG model, which will be used in combination with the appropriate emissions factors to calculate GHG emissions from on road transportation. Iteris will use GIS analysis of the model's traffic analysis zones that contain any portion of the City to estimate the trips within the jurisdictional boundary of the City of San Fernando. Outputs will include daily VMT by vehicle type (as defined in the model). Iteris will disaggregate the VMT data to distinguish between trips located entirely within the City of San Fernando, trips with either an origin or destination outside the City, and pass-through trips. Trips

³ <https://data.lacounty.gov/Sustainability/LA-County-GHG-Inventory-2015-Total-and-by-City-/7vtc-z7h3>

with both an origin and a destination entirely within the City will be considered 100% attributable to the City's emissions. Trips with either an origin or a destination within the City (but not both) will be considered 50% attributable to the City's emissions. For the purposes of the municipal inventory, it is anticipated that waste, vehicle fleet, and employee commute data would be provided by Public Works.

Task 2.2.2 Current GHG Emissions Inventory

Emissions inventories provide important information about the municipal and community's existing emissions sources and can help the City identify which actions will be most effective at reducing local emissions. During this task, the Rincon team will calculate the current inventories of: (1) emissions associated with municipal operations, and (2) emissions associated with all activities taking place citywide. The GHG emissions inventories will establish a preferred year (anticipated to be 2021),⁴ depending on availability of necessary data, and utilize accounting protocols recommended by agencies such as ICLEI. Consistent with the ICLEI Local Government Operations Protocol (LGO Protocol), we assume that the municipal inventory will account for GHG emissions associated with the following:

- Electricity, natural gas, and other fuel usage for City buildings and facilities
- Fuel used in City fleet vehicles and equipment
- Municipal solid waste
- Water delivery and wastewater management
- Employee commute

Consistent with the Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (U.S. Community Protocol), the community wide GHG emissions inventory will account for GHG emissions resulting from

- Residential and non-residential energy usage (electricity and natural gas)
- VMT
- Off-road equipment
- Water usage
- Wastewater
- Solid waste

Rincon will attend a up to two, one-hour meetings with City staff to review and discuss the data collection process. As an optional task, Rincon will calculate emissions using Rincon's award-winning Climate Action Planning Dashboard, CAPDash, a proprietary tool that is compliant with the ICLEI U.S. Community Protocol for calculating GHG inventories and tracking implementation of GHG and climate-related policies. See Optional Task B for more information on CAPDash.

Assumptions

- Rincon will calculate a current (e.g., 2021) emissions inventory.
- The baseline emissions inventory year will be determined through consultation with the City based on available and reliable data.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

⁴ The data year will be dependent on the availability of both community and municipal data and will be identified with the City during the kick-off meeting (Task 1).

Deliverables

- Data request (PDF)
- Draft and Final GHG Emissions Inventory (Community and Municipal in Word and PDF format)
- Inventory Calculation Spreadsheet (Excel)

Task 3 Vulnerability Assessment

Task 3.1 Vulnerability Assessment Report

Rincon will complete a climate vulnerability assessment which will detail the anticipated climate impacts in San Fernando, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, worsening air quality, and more severe and frequent wildfires in the region. The climate vulnerability assessment will be prepared in accordance with California Government Code 65302(g) and SB 379, the latest (2020) California Adaptation Planning Guide, and the Southern California Adaptation Framework. Rincon will incorporate information already completed as part of the Rincon-led Safety Element update, and discuss in greater detail the potential for climate change to disproportionately impact

Work Already Completed as Part of the Safety Element Update

Rincon has already prepared a preliminary climate change vulnerability assessment as part of the ongoing Safety Element update. Section 7 of the Safety Element technical report identifies the projected climate conditions based on Cal-Adapt data. It also identifies vulnerable populations present in San Fernando. In addition, Rincon has already completed a review of environmental justice issues, including history of redlining, disproportionate exposure to pollution, substandard housing conditions, and inadequate tree cover. Because Rincon has completed the foundational work necessary for the climate change vulnerability assessment, we can dedicate the grant funds towards crafting a report that relies on visually engaging graphics which distill technical information into relatable concepts that can be understood by people of various educational backgrounds. This allows for a better use of the climate change vulnerability assessment during Phase 2 as an educational tool to solicit informed public input. Grant funds will also be used towards conducting asset manager interviews to identify specific challenges to prepare for climate change that are unique to San Fernando.

vulnerable population groups (e.g., older adults, children, individuals with asthma, low-income communities, groups exposed to higher rates of pollution), critical facilities and services, and natural and built features. The report will evaluate cascading impacts associated with potential power loss or disruption of other essential services during an extreme climate event. It will also evaluate the capacity for the community and City operations and services to adapt and effectively prepare for changing conditions associated with climate change. The report will focus on the impacts associated with extreme heat and worsening air quality as those are the climate conditions the San Fernando community is anticipated to be most at-risk for.

To ensure the information in the climate vulnerability assessment is accessible to a wider audience, Rincon will prepare a report that relies on infographics, maps, and illustrations to present future conditions in an easy-to-understand format that distills information in a relatable fashion.

Assumptions

- Rincon will respond to and address one set of consolidated comments on the Climate Vulnerability Assessment.
- Rincon will rely on publicly available data.

- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

Deliverables

- Draft and Final Climate Vulnerability Assessment (electronic in PDF and Microsoft Word format)

Task 3.2 City Staff and Asset Manager Interviews

Assessing vulnerability involves determining the sensitivity of assets, facilities, and populations to climate hazards and the ability to adapt and prepare for climate change. To understand past climate impacts and the ability for assets and populations to plan for and recover from climate-related events, Rincon will conduct interviews with asset and service managers and community stakeholders. Interviews with asset managers from local departments and agencies (e.g., San Fernando Public Works and Planning Department, San Fernando Water Production Division) will solicit information on existing and planned efforts to manage climate impacts for inclusion in the climate vulnerability assessment (Task 3.1). Interviews with community stakeholders will solicit information on the community's capacity to adapt and effectively prepare for climate change, also for inclusion in the climate vulnerability assessment (Task 3.1). The interviews will also help inform climate adaptation policies and programs to be developed for the CARP as part of Phase 2. Rincon will conduct up to three virtual meetings with staff, asset managers, and community stakeholders. These meetings will include a presentation from Rincon about the expected climate change hazards in San Fernando followed by questions related to historical impacts, existing and planned programs and policies to address climate change, and barriers that may prevent community members from adequately preparing for climate change.

Assumptions

- City will help to identify and convene the asset managers and community stakeholders for interviews.

Deliverables

- Up to three (3) virtual meetings with asset managers and community stakeholders
- Memorandum including a list of sensitive community assets and populations in San Fernando, departments and agencies and stakeholders to be interviewed, and interview questions
- Appendix to the Climate Change Vulnerability Assessment summarizing the findings of the asset manager and community stakeholder interviews

Task 4 City Council Meeting

One staff member from the Rincon Team will participate in one City Council meeting to review the results of the GHG emissions inventory and climate vulnerability assessment. Rincon will provide a draft and final PowerPoint presentation. Rincon will provide support to City staff to prepare a City Council resolution and staff report that synthesizes the key findings of Tasks 2 and 3.

Assumptions

- One Rincon staff member will attend and present at up to one City Council meeting.
- Attendance will be in-person.
- Consultant attendance at the City Council meeting will be up 2-hours in length

Deliverables

- Draft and Final PowerPoint City Council Presentations
- Attendance at one City Council meeting

Optional Task A Grant Research and Application

As an optional task, Rincon can identify grant opportunities to provide funding to complete the CARP. Specifically, the Rincon team will prepare a Funding Strategy Memorandum which identifies eligible projects and programs, funding amounts, and notice of funding availability schedules for a variety of state, regional and local funding sources. This task also includes preparation of one grant application with support from City Staff. In total, Rincon has budgeted 52 hours for this task, assuming 18 hours would be spent on research and 34 hours would be spent on any grant application support. Any additional time would be billed on a time and materials basis, in accordance with our standard fee schedule (see Appendix B).

Assumptions

- Rincon has budgeted a total of 52 hours of staff time to research available grants to complete Phase 2 of this scope of work and support the City complete the grant writing services in support of the grant application
- If additional grant research or writing services are necessary, that time would be billed on a time and materials basis, in accordance with our standard fee schedule (attached).

Deliverables

- Funding Strategy Memorandum
- Grant writing support for one CARP grant application

Phase 2

Phase 2 will build from the work completed as part of Phase 1 and includes development of an emissions forecast and GHG emissions reduction targets, community outreach and engagement, development of GHG emissions reductions and climate adaptation and resilience measures, development of a draft and final CARP, and preparation of a California Environmental Quality Act (CEQA) document.

Task 5 Forecasting and Target Setting

Task 5.1 Forecasting

To understand how GHG emissions in the City will likely change over time and identify the GHG reduction gap the city will be responsible for, Rincon will develop two GHG forecasts, a business as usual (BAU) forecast and adjusted legislative reduction forecast. The business-as-usual forecast will be based on existing conditions plus projected growth consistent with the General Plan Update's population and employment forecasts, and not account for future regulatory changes affecting GHG emissions. Following calculation of the BAU forecasts, the Rincon Team will also calculate an adjusted forecast, which will take into account foreseeable regulatory changes (e.g., Low Carbon Fuel Standard, Pavley Clean Car Standards, SB 100 renewables portfolio standard, Title 24). This will provide a more accurate picture of future emissions growth and the quantity of GHG emissions that the City would be responsible for reducing to meet GHG reduction targets. The adjusted and BAU forecast model will be used to conduct a gap analysis after targets are set. The forecasts will allow Rincon to determine the GHG reductions required for the City to meet their goals for 2030, 2035, 2040, and 2045.

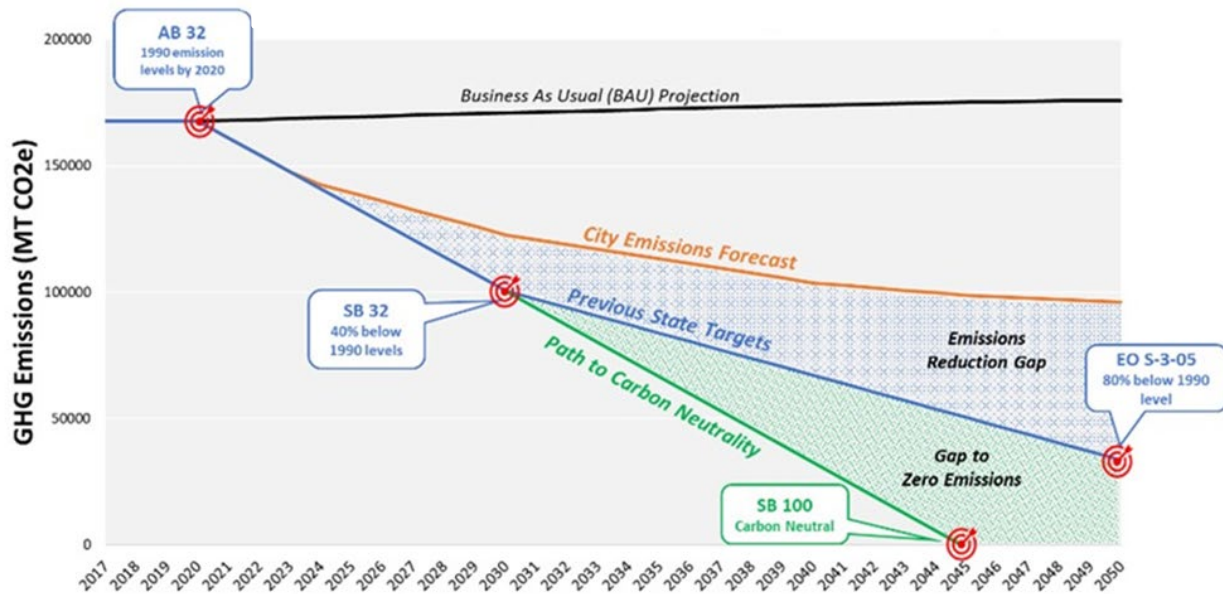
The Rincon team will also provide a forecast of future emissions showing the reductions achieved through full implementation of the CARP measures identified in Task 7 by 2030, 2035, 2040, and 2045. State guidance indicates that cities should develop CARP measures to achieve 2030 targets consistent with the state's Senate Bill (SB) 32 target. The CARP will also demonstrate incremental progress towards reaching the state's Executive Order (EO) B-55-18 long-term goal of carbon neutrality by 2045 by presenting evidence-based actions the City can take towards eventually attaining this target. However, it will also illustrate that reaching carbon neutrality will require significant additional effort and support from the state and federal governments and may require technologies that are not yet available, which is consistent with the recommendations from the Association of Environmental in the *Final White Paper Beyond 2020 and Newhall: A Field Guide to New CEQA Greenhouse Gas Thresholds and Climate Action Plan Targets for California, October 18, 2016*.

Task 5.2 Provisional Target Setting

For purposes of using the CARP as a CEQA streamlining tool, we recommend that the year 2030 target is, at a minimum, consistent with SB 32 GHG emission targets. Providing context for the City to meet the targets beyond 2030 is also important and will be informed by the outcome of the "adjusted forecast" and quantification of feasible GHG-reduction measures (Task 5.1). Rincon proposes to include targets associated with EO B-55-18 (carbon neutral by 2045) during the preliminary target analysis as the state is currently developing the 2022 Climate Change Scoping Plan to establish a pathway for the state to reach carbon neutrality by 2045. Figure 1 shows the gap that the City could close if the CAP relies on the reduction goals EO B-55-18, instead of EO B-30-15. As part of this task, Rincon will host a virtual team meeting with key members of the City staff to review and discuss the preliminary emission reduction targets. The targets identified should remain provisional until the quantification and analysis of potential GHG reduction measures has been completed. The targets may need to be adjusted based on the reductions that can realistically be achieved from feasible GHG reduction measures that will be identified during the measure development process. Rincon will provide the City with a combined draft forecast and target memorandum for review and will make revisions upon receipt of one consolidated set of comments.

The Rincon Team recognizes that the Request for Proposals (RFP) references a target in line with EO B-30-15 as well as the target that aligns with SB 32. However, we believe that is important to future-proof the CARP by considering the implications of EO B-55-18, which was signed by the Governor in 2018, and expanded upon with EO B-30-15 by creating a statewide GHG goal of carbon neutrality by 2045.

Figure 1 GHG Emissions Scenarios for Typical California City



Assumptions

- Population based growth factors will be in alignment with the General Plan Housing Element update that is scheduled for adoption in 2022.
- Employment based growth factors will be based on the most recently adopted SCAG Demographics and Growth Forecast.
- Rincon anticipates that the City’s Project Manager will be responsible for working with City departments to retrieve the data requested in order to complete the inventory.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- Rincon anticipates that the targets will be consistent with current State recommendations, including SB 32 and Executive Order B-55-18.
- Rincon has budgeted for receipt of one set of consolidated comments on the Targets Memo. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

Deliverables

- Draft and final forecast and reduction targets memorandum (Word and PDF).

Task 6 Community Outreach and Engagement

Task 6.1 Community Outreach and Engagement Plan

Climate Resolve will create an equity-focused Community Outreach and Engagement Plan. In addition to engaging community leaders and organizations who are specifically interested in climate change, resilience, and similar issues, Climate Resolve will also seek to engage a broad swath of stakeholders; these may include seniors, students, religious organizations, and others who may be traditionally left out of climate

change discussions. Climate Resolve has existing community connections in the San Fernando Valley and will leverage these to deeply engage the community and produce recommendations for the CARP that truly reflect community priorities. The Community Outreach and Engagement Plan will be informed by the input received during the first meeting with the Advisory Group described in Task 6.4 below.

The Community Outreach and Engagement Plan will include a set of equity principles to ensure representation across a wide range of stakeholders, especially those who are most marginalized in the community. Several engagement methods will be included in the Community Engagement Plan, as presented in more detail below in Tasks 6.2 – 6.5. These will include community workshops and pop-up events, online community surveys, convening an advisory group, and City Council and Planning Commission hearings. The Community Outreach and Engagement Plan will clearly identify consultant and City roles for all related engagement and notification activities and the project timeline.

In addition to this targeted outreach plan, Climate Resolve will share social media posts and include outreach and survey requests in its newsletter. This will reach more than 25,000 people, in addition to the City's social media reach. These communications and the engagement plan will also drive community members to the three meetings described in Task 6.3 and the online survey described in Task 6.2, with the goal of encouraging deep community engagement.

The budget for this task assumes a mini-grant of \$10,000 to be directed towards a community-based organization of the City's choosing to assist with engaging hard-to-reach population groups.

Assumptions

- A mini-grant of \$10,000 will be provided by Rincon to a community group to support with outreach and engagement.
- Climate Resolve has budgeted for receipt of one set of consolidated comments on the Outreach and Engagement Plan.

Deliverables

- Draft Outreach and Engagement (Word)
- Final Outreach and Engagement Plan (Word and PDF)

Task 6.2 Survey

In addition to the deep, targeted engagement of community meetings, Rincon will develop a survey (using SurveyMonkey or similar application) to further determine community priorities on climate action and resilience. Both Spanish and English versions will be provided. The survey will also examine barriers to participation and access, as well as demographic information from the respondents. Climate Resolve will send out this survey via social media and Climate Resolve's newsletter described above, as well as provide electronic tablets at in-person events to facilitate participation in the survey. Up to 15 questions are anticipated to be developed for the survey, and, following its closing, an accompanying summary report will be created with numerical breakdown of responses, charts and graphs, and narrative descriptions of the qualitative results. Survey takers will be entered to win a raffle and will receive a free pre-loaded metro TAP card to promote the use of public transport and reduce pollution locally.

Assumptions

- City will host the survey link on their website
- Climate Resolve will translate the survey into Spanish

Deliverables

- Draft Survey Questionnaire in English and Spanish
- Hosting Survey as on Online Tool
- Survey summary report
- Pre-loaded Metro TAP card

Task 6.3 Community Meetings

Climate Resolve will host and facilitate up to three community meetings in-person. The community events can be a combination of pop-up events at existing community events and community workshops. All workshops will follow proper COVID-19 safety protocols including wearing masks in indoor areas and maintaining proper distancing whenever possible. Climate Resolve staff will provide masks and hand sanitizer at each workshop. Additionally, Climate Resolve will provide food and drinks for any stakeholders participating in the workshop. Climate Resolve will also raffle some gift cards as a thank you for the work and participation of local residents and stakeholders. All meetings will have Spanish-English translation available, and all distributed materials will be bilingual as well. The format of community engagement will be further informed by community feedback and recommendations from the Advisory Group.

All community engagement, and specifically the meetings, will be documented by Climate Resolve. The findings will be included in the final CAAP, as well as reported to the City as the project progresses. Climate Resolve will prepare a flyer and social media content for each community event for the City to distribute via their communication channels.

Assumptions

- Up to three meetings will be hosted by Climate Resolve in person, as pop-up events at existing community meetings or as community workshops.
- The City will secure the pop-up booths, coordinating directly with the venue and community organizers, and paying applicable fees. The City will promote and raise awareness of the community meetings in coordination with Climate Resolve and the community outreach partner.
- Up to 1 Rincon staff member and 3 Climate Resolve staff members will be in attendance at each event.
- Climate Resolve will translate community event materials into Spanish
- Rincon will print up to 6 large posters for the community events
- City staff will be in attendance to answer questions from the community

Deliverables

- Draft and final flyer for each community event (total of three)
- Social media content for City to post on their social media platforms
- Rincon and Climate Resolve attendance at up to three in-person community meetings
- Pop-up booth materials for up to three community events, in English and Spanish
- Food and drinks for community workshops
- Gift cards for raffles at each community event
- Summary of community engagement events

Task 6.4 Advisory Group Meetings

Climate Resolve will work with the City to identify 5-8 community members to serve on an Advisory Group. These individuals will have deep community connections and will help the project team design its engagement strategies. The Advisory Group will also ground truth the CARP measures letting the team know whether ideas are feasible and actionable, and inform the development of the equity guardrails which will be

used to evaluate and refine the measures (see Task 7.1 and 7.2 for more information). The project team will rely on the Advisory Group to ensure the process and final CARP reflect the priorities of the communities living in the City of San Fernando. Climate Resolve will host and lead the facilitation of up to three virtual meetings with the Advisory Group.

Assumptions

- Advisory group meetings will be held virtually
- Up to 3 Climate Resolve staff will be in attendance to host and facilitate the meetings
- The City will manage the membership solicitation process for convening the Advisory Group
- The City will handle meeting scheduling logistics
- The City will be in attendance to answer questions from the Advisory Group

Deliverables

- Climate Resolve attendance at up to three advisory group meetings
- Draft and final agendas for each advisory meeting
- Meeting summaries

Task 6.5 Public Hearings

Two staff members from Rincon will participate in two Planning Commission meetings and two City Council meetings to present the GHG reduction measures, adaptation and resilience measures, and the CARP for adoption. Rincon will provide a draft and final PowerPoint presentation for each meeting. Rincon will provide support to City staff to prepare a staff report for each meeting that presents the key aspects of the CAAP. Rincon will also support City staff in preparing a City Council resolution to adopt the CAAP.

Assumptions

- Attendance will be in-person
- Consultant attendance at each Planning Commission and City Council meeting will be up 2-hours in length

Deliverables

- Draft and final PowerPoint presentations for up to four meetings.
- Two Rincon staff members will attend and present at up to four meetings.

Task 7 Develop Policies and Strategies to Achieve the Reduction Targets and Increase Adaptive Capacity

The Rincon Team recognizes that there is a clear intersection between mitigating the impacts of climate change while simultaneously making our communities healthier, more resilient, and economically secure. Therefore, we have established a subset of tasks for this portion of the scope that will include establishing GHG emissions reduction strategies (Task 7.1) that actively aim to reduce emissions within the City as well as climate adaptation strategies (Task 7.2) that aim to increase resilience to the anticipated impacts of climate change hazards. By applying the equity guardrails derived during the community engagement process (Task 6.3), environmental justice and social equity considerations are integrated into the design and implementation approaches for the emission reduction and adaptation measures to begin to address underlying historic and current inequities, avoid impacting under resourced communities with the implementation of CARP measures, and equitably distributing the benefits of mitigation and adaptation measures. Additionally, Task 7 includes a review and analysis of funding opportunities for the identified

strategies (Task 7.3), which will provide a pathway for the City to implement the strategies and achieve the City's established targets without burdening low-income households.

Task 7.1 GHG Emissions Strategies

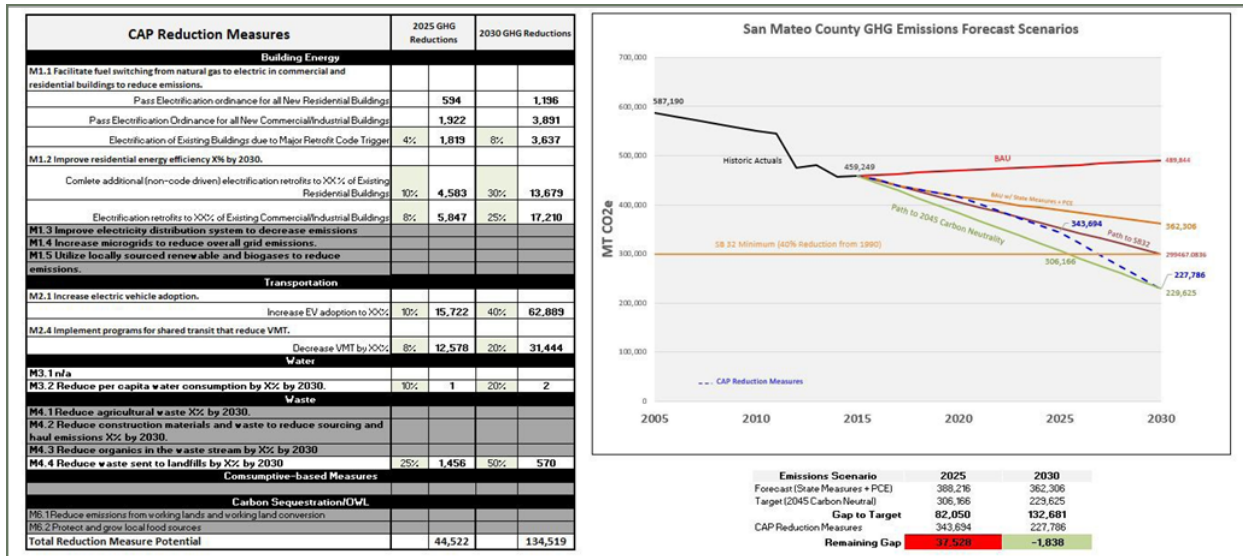
Rincon has a broad range of expertise in GHG program, policy, and project development in the fields of carbon free electricity, building electrification, transportation decarbonization, zero waste, sequestration (including current knowledge of research and applied potentials of working lands management and urban forestry), and carbon neutral organizations. For this task, Rincon will develop specific actions that will allow the City to reach the established targets under Task 6. To support this process, Rincon has developed a suite of tools designed to increase efficiency and transparency in the climate action planning process while reducing costs to the client. These tools are customizable, allowing for communities to develop and implement GHG reduction measures that best fit their needs.

The Rincon Team recognizes the importance of understanding the work that has already been done and proposes to use existing plans and initiatives as a foundation for future actions. Therefore, as a first step of this task, Rincon will leverage our proprietary Measure Analysis and Success Tracking (MAST) Tool to complete an analysis of GHG reduction measures/actions which are included in plans, policies, and programs. MAST allows Rincon to evaluate the quality and progress of measures or actions included in sustainability-related planning documents in an intuitive interface. From this refined foundation of action items, we will assess any policy or program gaps and identify additional opportunities for emission reductions. Rincon will then provide a newly established core suite of draft measures that are tied to the City's GHG emissions inventory and forecast and past progress. Examples of additional measures include:

- Electrify 10% of vehicles by 2030 and 20% by 2045
- Divert 15% of organic waste by from the landfill by 2030 and 30% by 2045
- Electrify 15% of existing buildings by 2030 and 100% by 2045

After reviewing and editing the measures based on coordination with internal city departments, and other stakeholder and community feedback, we will refine the draft emission reduction measures list to include the new suite of measures as well as previous strategies that are currently in progress. To further assess emissions reduction measures and different approaches to reach carbon neutrality (aggressive, moderate, and conservative), Rincon will employ its Scenario Planning and Reductions Quantification (SPARQ) Tool, which makes the measure quantification process more transparent. Rincon has developed and uses the SPARQ tool for all of our climate planning documents to help clients visualize their emission forecasts and quantify reduction actions and associated costs. The dashboard feature allows the City to change target metrics for each measure to see how these changes will affect community emissions based on various target trajectories over time. This tool provides a unique measure evaluation by graphically detailing information from the GHG inventory, emission reduction potential, and emissions targets to illustrate the long-term reductions associated with various measures. Using this tool has allowed Rincon and our current climate action plan clients to iteratively model various measures and reduction scenarios to confirm that reduction scenarios meet GHG targets in the most effective manner (see Figure 2). As part of this task and Task 7.2, Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft measures.

Figure 2 SPARQ Tool – Reduction Scenarios



Rincon will calculate the emission reduction potential for applicable proposed measures and will identify potential funding sources for a subset of measures (see Task 6.3 for more information). The Rincon Team will develop an implementation strategy that identifies priority measures. This will include assigning specific time periods for implementation of each action, with a focus on the near-term actions that can be taken by 2030 to put the CARP on the trajectory to meet California’s goals. Additionally, Rincon will identify the responsible parties for implementing each action, which provides a sense of direction and ownership over the various CARP components. As part of this task, the Rincon Team will also highlight which actions will be implemented by development projects. We assume that City feedback on the provisional draft measures will be provided in a consolidated set of comments. The Rincon Team will integrate the comments and edits as appropriate based on discussions with City staff and summarize final draft measures in a list that will be incorporated into the Draft CARP in a visually compelling manner (Task 8).

The CARP will need to be based on substantial evidence to withstand any scrutiny by stakeholders. The key to defensibility is our robust and user-friendly technical appendix that includes assumptions, references, and substantial evidence supporting the GHG reduction identified for each measure and will serve as the legal foundation for the document. Additionally, the technical appendix can be used as a methodology guidance document for future planning and tracking so that City staff can maintain consistency across documents, including future iterations of the CARP. The technical appendix will include revisions in response to one round of consolidated City Department edits.

Rincon recognizes that high-quality climate action planning is built on six essential pillars that result in implementable and effective GHG emission reduction strategies and establish the cornerstone of high-quality GHG emission reduction plans. These six essential components include:

1. Produces measurable GHG emissions reductions
2. Supports information gathering for improved measure implementation (e.g., feasibility studies, pilot programs, etc.)
3. Protects against equity impacts (as defined by the equity guardrails)
4. Provides community education, outreach, and leadership to ensure the community has the information it needs for participation in CARP implementation
5. Identifies partnership opportunities for cost and resource sharing with local businesses, community groups, and institutions
6. Incorporate accountability through tracking and resource allocation commitments

Specifically, for the equity analysis, Rincon has developed a mechanism to integrate equity considerations more fully into the CARP and the actions themselves. Working with the Advisory Group and feedback from community stakeholders, Rincon will collaborate with the City to develop a suite of Equity Guardrails that must be passed by each measure and its associated actions. These guardrails help ensure that the measures and actions avoid undue burdens on San Fernando's most vulnerable populations. While we recommend creating a unique set of guardrails specific to the City through feedback from stakeholders, guardrails used in other jurisdictions include:

- Equitable access to economic benefits
- Equitable access to health and safety benefits
- Maximum ease of implementation
- Promotion of housing affordability and anti-displacement

Each measure should pass the equity guardrail analysis. When a measure does not pass, new actions will be developed to mitigate potential impacts (such as a low-income financing program) or the measure is considered for removal. These measures then can lay the foundation for transformational change and are essential to creating measures and actions that will engage the community and fulfill the emissions reductions goals laid out in the CARP. The Rincon Team will structure the CARP in a way that builds on this foundation and the overall benefits will be equitably distributed so the CARP is responsive to the needs of community members.

Task 7.2 Climate Adaptation and Resilience Strategies

The Rincon team will develop adaptation measures that contribute to increasing resilience to climate change in San Fernando. The measures will build from the goals, policies, and programs included in the updated Safety Element to ensure consistency and alignment with the General Plan. Adaptation measures will address both community-based adaptation and adaptation strategies that are focused on municipal government implementation and operations. The intent of the measures will be to address the key vulnerabilities identified in the climate vulnerability assessment prepared during Phase 1, including populations, essential services, and natural and built assets at risk from near-term or mid-term climate change impacts and that lack existing adopted policies or established programs. Climate Resolve will support the development of the adaptation strategies. Climate Resolve has extensive experience in resilience strategies, from advising on the Long Beach CAAP to managing processes for the LA County Climate Vulnerability Assessment to creating a first-of-its-kind resilience hub in Boyle Heights. We will combine this experience with community feedback gathered from the outreach efforts under Task 6 to provide recommendations that are both community- and equity-driven as well as effective against climate threats. Climate Resolve works heavily with disadvantaged communities. We will provide low- and no-cost methods for community members to adapt to climate change impacts, ensuring the City of San Fernando's CARP will be actionable and practical at every level.

For each adaptation measure, the following information will be included: tracking metric, timeframe, implementation lead, relative costs, asset, or population as identified in the climate vulnerability assessment, and climate hazard. Similar to the six essential pillars for GHG emission reduction strategies, resilience strategies are most effective when applying the following criteria in shaping and prioritizing measures:

1. Measurable increase in resilience
2. Adaptive management
3. Structural change
4. Availability to funding and financing
5. Meaningful and continuous engagement
6. Collaborative partnerships
7. Equitable outcomes

The equity guardrails will be applied to the adaptation measures like the process described above under Task 7.2 to avoid any unintended impacts to communities in San Fernando.

The adaptation measures along with the GHG reduction measures prepared under Task 7.1 will be provided to the City for review. A final measures list will be prepared for inclusion in the Draft CARP (Task 8).

Task 7.3 Identify Funding for Implementation Measures

Rincon's clients have repeatedly identified a lack of funding as a key hurdle to implementing emissions reduction and adaptation measures. To help solve this problem, Rincon has teamed with HIP Investor who will leverage their experience with cutting edge funding and financing vehicles including public private partnerships, energy savings contracts, private investments, public loan programs, non-predatory on bill financing, incentive programs targeting disadvantaged communities, and more. Rincon will quantify the anticipated costs for each measure and HIP Investor will provide potential funding sources for the recommended measures. The results of this funding analysis will be summarized in a matrix provided by HIP and incorporated into the draft and final CARP by Rincon. The resulting funding and financing matrix is valuable as both an external communication tool, as well as an internal road map to implementation.

Assumptions

- Rincon will establish approximate implementation costs and HIP will identify potential funding sources for the proposed measures.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions, including updates to the measures throughout the draft and final CARP development process, will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- As part of this task, Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft measures.

Deliverables

- Draft and Final Recommended Emission Reduction and Adaptation Measures Memorandum (Word and PDF)
- Substantial Evidence Technical Appendix to the CARP (Word and PDF)
- SPARQ and MAST Tools (Excel)
- Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft mitigation and adaptation measures

Task 8 Draft and Final Climate Action and Resilience Plan

This task includes the completion of a draft and final CARP including the incorporation of community and stakeholder feedback gleaned as part of Task 6.

Task 8.1 Draft CARP

The CARP will be informed by the GHG emissions inventory, vulnerability assessment, emissions forecast, and reduction targets completed as part of Tasks 2, 3 and 5. The CARP will provide a creative and innovative roadmap for the City to achieve emission reductions and will include both near-term and long-term GHG emissions reduction and adaptation/resilience measures (Task 7) as well as the departments and community partners who will generally be responsible for implementing them. The CARP will set key performance indicators (KPI) that will help define a successful implementation of the CARP strategy as well as measure progress over time. Upon completion of the first draft, the document will be provided to City staff for review. The City will provide feedback and edits in one consolidated set of comments and the Rincon Team will draft a Public Review Draft that reflects edits in response to City comments. Additionally, Rincon will draft a staff report to be submitted with the Public Review Draft. The Public Review Draft will be presented at the Planning Commission and City Council and released to the community for a proposed thirty-day comment period. The CARP will be prepared using Microsoft Word, following the same format used in recent General Plan Element updates, such as the City's Safety and Housing Elements.

Task 8.2 Final CARP

Following the public review and comment period, as well as the public hearing, the Rincon Team will coordinate with City staff to incorporate relevant input into the Final Draft CARP that will be presented to the Planning Commission and City Council for final adoption. We anticipate and have budgeted for receipt of up to ten substantive public comment letters and emails. Any additional comments will be addressed on a time and materials basis in accordance with our standard fee schedule (attached). Rincon will provide an electronic copy of the document; hardcopy documents has not been included as part of this scope.

Assumptions

- Response to comment of up to ten substantive public comment letters and emails.
- All comments on the Draft CARP will be provided to Rincon in one consolidated set.
- No hard copies will be provided.

Deliverables

- Draft and Final CARP in Word and PDF formats
- Draft staff report

Task 9 CARP CEQA Assessment

Task 9.1 Prepare CEQA Documentation

An Initial Study-Negative Declaration (IS-ND) is typically a sufficient programmatic CEQA documentation for a CARP due to the generally beneficial environmental impacts associated with the plan. In our experience, it is rare that a more in depth CEQA document is required for a CARP. However, if it is determined that the CARP implementation measures or actions may result in potentially significant environmental impacts, a programmatic Environmental Impact Report (EIR) may be required and can be prepared as part of this optional task in lieu of the CARP IS-ND for a different cost.

- **CEQA AB 52 Letters.** Rincon will request the latest relevant Native American tribes list from the California Native American Heritage Commission (NAHC). Upon receipt of the tribes list from NAHC and

internal approval of the CARP measures and actions list by the City, Rincon will prepare the AB 52 correspondence letters for the City to print on its letterhead and mail to the tribes.

- **Administrative Draft IS-ND.** Rincon will prepare a CEQA project description for City review and edit. Upon receipt of the City's review edits on the CEQA project description, Rincon will prepare the CAP Administrative Draft IS-ND analysis related to all CEQA Guidelines Appendix G topics.
- **Draft IS-ND + NOI-NOC.** Upon receipt of one set of consolidated vetted comments on the Administrative Draft IS-ND from the City, Rincon will address comments and prepare and submit tracked and clean versions of the public Draft IS-ND to the City. In addition, Rincon will prepare the Notice of Completion (NOC) and Notice of Intent (NOI) to adopt an IS-ND. It is assumed that the City will e-file the NOI and NOC forms with the State Clearinghouse and file the NOI form with the County Clerk. If desired, the City will also coordinate and pay for local newspaper notification of the Draft IS-ND.
- **Final IS-ND.** Rincon will prepare the final ND form and finalize the IS-ND document, including preparation of responses to public comments received on the Draft IS-ND.

Task 9.2 CEQA GHG Checklist

To assist with CEQA tiering for future plans and projects, Rincon can work with the City to prepare a methodology to streamline CEQA GHG emissions analysis for future City projects. In early 2018, Rincon generated a CARP Consistency Checklist for the City of Pasadena, one of the first Climate Action Plans in the state to include a SB 32 consistency checklist for development projects. By having a CEQA GHG Checklist for use by City planning staff and applicants, future City plans and projects can tier from the CARP programmatic CEQA document for purposes of streamlining future CEQA GHG analyses and demonstrating consistency with state GHG reduction goals per the 2017 CARB Climate Change Scoping Plan. Without such a checklist for a tool, it can be difficult for future plans and projects to navigate the CEQA process under SB 32.

Assumptions

- Rincon will prepare the AB 52 letters and the City will send them.
- If it is determined that the CARP implementation measures or actions may result in potentially significant environmental impacts, a programmatic EIR may be required and can be prepared as part of in lieu of the CAP IS-ND for a different cost.
- Rincon will prepare the NOI and NOC forms to adopt an IS-ND form.
- The City will e-file the NOI and NOC forms with the State Clearinghouse and file the NOI form with the County Clerk.
- If desired, the City will also coordinate and pay for local newspaper notification of the Draft IS-ND.

Deliverables

- AB 52 Letters (electronic)
- Administrative Draft IS-ND (electronic)
- Draft IS-ND (electronic)
- NOI-NOC forms (electronic)
- Final IS-ND (electronic)
- NOD form (electronic)
- Draft City CEQA GHG Checklist for future projects' use (electronic)
- Final City CEQA GHG Checklist for future projects' use (electronic)

Task 10 Project Management

In every project Rincon initiates, we endeavor to provide our client with a high-quality product that exceeds expectations, meets identified schedules, and aligns with all applicable professional standards. This task includes completion of kick-off meetings and regular project check-in meetings, as well as Rincon's proposed approach to quality control, communication, and project status reports.

Task 10.1 Project Check-in Meetings

We believe that effective communication and project management is an integral part of a project's success. Rincon's Project Manager, Reema Shakra, will be responsible for coordinating communication with the City's Project Manager, which would include hosting monthly project check-in meetings throughout Phase 2 of the project. We will work closely with the City for the duration of the project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner. Rincon may utilize an online collaborative tool (such as Mural) to help guide the team through brainstorming sessions and to collect each team member's ideas for the project. We have found these tools to be effective for discussions around timelines, scopes, gathering multiple ideas, and framing discussions because it allows for real-time input in a setting that is more comfortable for everyone to voice their opinion, especially in a virtual setting. So far, we have used the mural tool for kick-off meetings, check-in meetings, stakeholder workshops, and education sessions.

Task 10.2 Project Management

Rincon takes pride in producing quality work and achieving an exceptional level of client satisfaction. To achieve this, Rincon employs standard project management and quality control methods that include: written project assignments, monthly project progress meetings, project control using Microsoft® Excel and Microsoft® Project software, peer review of all technical sections, technical editing of all documents, and principal review of all major deliverables. The Project Manager is responsible for the overall quality of the work effort and maintaining the schedule. Once the work product has been completed by a team member it undergoes peer review by the Project Manager. After corrections, the Principal-in-Charge reviews the final product for quality control before it is provided to our technical editing team for editorial review, and then our administrative staff for publication. As part of the review, documents are checked against the prior established expectations and requirements of the work scope. Documents are also checked for specific formatting and other requirements using a formal Quality Assurance/Quality Control (QA/QC) checklist by the Publishing staff to ensure that the final delivered product meets San Fernando's expectations. All documents would be safely stored on Rincon's secure servers within a coordinated project folder. Additionally, as part of this task, Rincon will provide monthly status updates with invoices, following the requirements outlined in the contract, to the City summarizing the work completed over the previous month. This summary will include a brief explanation of the specific tasks that were executed as well as a summary of the hours spent on the project.

Assumptions

- 16-month project timeline for Phase 2
- Regular attendance is limited to the Rincon Assistant Project Manager

Deliverables

- Monthly (1-hour) virtual meetings throughout Phase 2 of the project
- Monthly status updates and invoices

Optional Task B Implementation and Monitoring

A key to CARP defensibility over time is to prove implementation of the CARP measures and show progress with GHG reduction and resilience to climate change. Therefore, as an optional task, to facilitate implementation and monitoring of the CARP and to minimize future City staff resources needed for monitoring and reporting, Rincon has developed a user-friendly cloud based GHG Inventory and Monitoring and Reporting Tool. Rincon’s fully automated web application, CAPDash, serves three purposes.

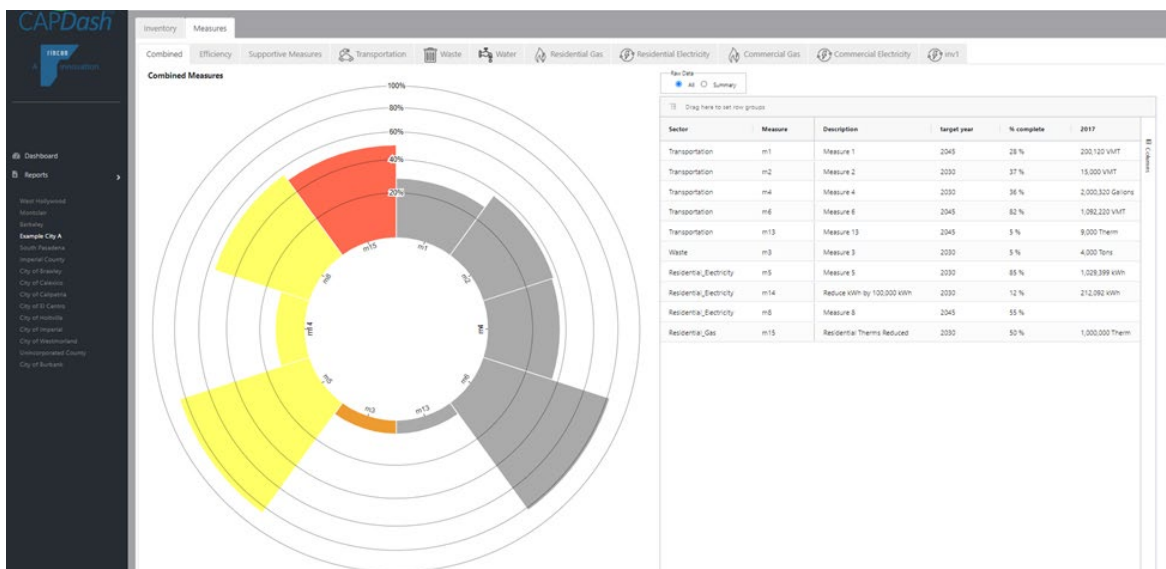


1. The first is to generate a transparent GHG inventory (Task 2) which can be updated on an annual basis simply by uploading activity data. This will allow the City to actively track its progress towards its GHG reduction targets.
2. The second major function of CAPDash is to track the implementation of CARP measures over time. We can upload final CARP measures into the tool and allow the City to track activity data (kW of solar installed, etc.) for each measure and monitor progress over time.
3. Finally, the tool acts as an automatically updating dashboard which can display data both internally by easily generating reports for staff, but also to the public through a web-based dashboard.

CAPDash will allow the City to evaluate progress towards its CARP goals in real time and provides the implementation transparency to optimize CEQA streamlining under CEQA guidelines Section 15183.5. Designing a comprehensive, yet succinct Implementation Plan will provide the City with a tracking mechanism that can be used overtime as progress is made on individual measures and be updated in future iterations of the CARP, as necessary, to ensure that the City reaches its long-term goals.

The CAPDash tool (Figure 3) minimizes the burden of monitoring and reporting and enables City staff to more effectively utilize limited resources to implement CARP policies. The Rincon Team will hold one virtual staff training on how to use the CAPDash to effectively monitor CARP implementation and progress over time. This training will focus on reviewing the implementation and monitoring tables of the CARP, confirming department leads, and clarifying roles and responsibilities for measures and actions that overlap multiple departments. The training will also include a tutorial on CAPDash, which will be used to track and report emission data.

Figure 3 CAPDash Dashboard



Please Note: We recommend using the CAPDash Tool, however, we recognize that City staff might prefer a different publicly available monitoring or reporting system. We are committed to working with the City staff to identify the best option, if this option is selected.

Example CAPDash Link: <https://cap.rinconconsultants.com/SouthPasadena>

Assumptions

- Rincon will populate CAPDash with all activity data from the baseline inventory completed as part of Task 2.
- Rincon will provide one virtual CAPDash training (up to two hours).

Deliverables

- Attendance by up to two Rincon Team Members at the virtual CAPDash training
- CAPDash User Guide
- CAPDash tool

Optional Task C Virtual Reality Community Engagement Tool

Emerging research is showing that virtual reality experiences can promote prosocial behavior change, and increase knowledge and preparation for natural disasters.^{5,6} A recent study showed that subjects who experienced flooding in 3D declared a higher intent to purchase flood insurance and to evacuate from at-risk areas when compared with videos or slides [2]. The idea behind this is that people who have lived experiences are more aware and are more likely to understand the interactions of the planet holistically and take action. Another recent study proposed that the use of compelling images such as animated maps in conjunction with effective textual frames can weaken science politicization, restoring the impact of textual frameworks.⁷ Therefore, as an optional task, Rincon has partnered with Virtual Planet Technologies LLC (Virtual Planet Technologies) to provide an urban heat virtual reality experience for the City of San Fernando, which, if selected, would be incorporated into Task 6, *Community Outreach and Engagement*. Through our work with the City of San Fernando on the Safety Element Update, it's clear that, while the community is interested and engaged, it has been difficult to provide a venue, time, and tools that the community can utilize to participate in the community engagement process and provide feedback in a meaningful way. Therefore, we have included this optional task to include state-of-the-art virtual reality tools that might attract and invite residents, who may otherwise not be reached, to participate in the planning process.

The scope of work for this task includes two options. The first option would be to produce a 360-degree film that is fully immersive, showing the City of San Fernando through the eyes of a resident that represents a locally relevant demographic group to tell the story of extreme heat through their own lived experiences. The video would include an aerial view of the City, followed by a 3D modeled ground view with cars, buses, and people walking by. This image would highlight the key issues that the City is facing that could be further impacted by climate change, such as housing, roadway access and usability, and extreme heat projections. The video could then include historical images of the area, which allows viewers to experience the past as a way to see what the future could look like. As we shift back to the current time, Virtual Planet Technologies would utilize colors and special effects to demonstrate the warming that would occur in the City, before

⁵ Calil, J.; Fauville, G.; Queiroz, A.C.M.; Leo, K.L.; Mann, A.G.N.; Wise-West, T.; Salvatore, P.; Bailenson, J.N. Using Virtual Reality in Sea Level Rise Planning and Community Engagement—An Overview. *Water* 2021, 13, 1142. <https://doi.org/10.3390/w13091142>

⁶ Shriram, K.; Oh, S.Y.; Bailenson, J. Virtual reality and prosocial behavior. *Soc. Signal Process.* **2017**, 304–316, doi:10.1017/9781316676202.022.

⁷ Zaalberg, R.; Midden, C.J.H. Living behind dikes: Mimicking flooding experiences. *Risk Anal.* **2013**, 33, 866–876, doi:10.1111/j.1539-6924.2012.01868.x.

transforming the model to show a greener future with adaptation and mitigation strategies (e.g., cool streets, increased tree canopy, EV charging stations, bicycle lanes) and end with a call to action.

As second option would be to also include custom 3D models and virtual reality headsets that provide an opportunity for the viewers to interact with the VR tool. A mobile application would also be created, in addition to the video. Both options would include English and Spanish narrations and closed captioning in both languages. The hours required, and associated cost, to complete the work outlined for these two options would vary depending on the level of detail that the City would like to include and would generally range from approximately \$28,750 - \$36,800 to produce a 3D film and up to \$46,000 to produce a 3D film, develop a mobile app, and provide three virtual reality headsets. Both pathways would also include attendance of up to three events by Virtual Planet Technologies leadership.

Optional Task D CEQA Thresholds

To further strengthen the defensibility of future CEQA GHG analyses that will tier from the CAP CEQA assessment document to be prepared under Task 9, we recommend the development of a City quantitative CEQA thresholds of significance for GHG emissions along with a guidance document for City staff for purposes of evaluating quantitative CEQA GHG analyses submitted by applicants. Such City quantitative CEQA GHG thresholds will be utilized when applicants are not able to meet all of the requirements in the CAP Consistency Checklist (i.e., CEQA GHG Checklist) to be prepared under Optional Task D.1.

The GHG efficiency threshold for project- or plan-based CEQA analysis will be based on a methodology that considers emissions against an efficiency-based service population threshold. The threshold assesses the GHG efficiency of a project or plan on a per capita basis or service person basis. This approach will rely on the City GHG reduction goals in the CARP to attain a future horizon year target, compare it with the economic projections and planned land use development in the region up to specific horizon years, and allocate GHG reductions to population, service population, and land uses. This threshold is consistent with the CARB 2017 Climate Change Scoping Plan, which details the intention to accommodate population and economic growth in California but do so in a way that achieves a lower rate of GHG emissions. In addition, if the City proceeds with development of CEQA GHG thresholds, Rincon will also include CEQA assessment of the thresholds as part of the programmatic IS-ND in order to confirm that appropriate CEQA review of the thresholds occurs as part of a public review process and via one CEQA document in an efficient and cost-effective manner. This will be done as part of preparation of the CEQA assessment document under Task 9 if Optional Task D.2 is selected.

Rincon will also prepare a concise guidance document for use by City staff in evaluating submitted CEQA GHG emissions analyses and by applicants in preparing CEQA GHG emissions analyses. The guidance document will detail a defensible approach for evaluating GHG emissions impacts in analyses prepared pursuant to CEQA. The document will also provide substantial evidence of the methodology's consideration of Statewide GHG direction provided by CAPCOA, CARB, and OPR as well as relevant case law.

Deliverables

- Draft City CEQA GHG Thresholds and Guidance Report (electronic)
- Final City CEQA GHG Thresholds and Guidance Report (electronic)
- Adding assessment of CEQA GHG Thresholds to the programmatic CEQA Assessment for the CAP

Optional Task E Remediate CARP and IS/ND to be Section 508 Compliant

There are new requirements that apply to public entities requiring that documents posted to the public must be compliant with Section 508. The laws apply to public entities that post anything to the public (websites, emails, flyers, etc.). Therefore, as an optional task, Rincon will provide a draft and final digital PDF CARP and IS/ND to meet Web Content Accessibility Standards (WCAG) required under Section 508 of the Rehabilitation

Act of 1973. ADA title II and California Government Code 7405 and 11546.7 require government public entities to make digital content accessible prior to posting content online for public review. PDF remediation can range from 10-30 minutes per page depending on the number of complex elements on the page. CARPs could range from 300-500 pages, with appendices, which could range from 100-165 hours (20 minutes a page) at a billing rate of \$245 per hour (Professional 8). Generally, if edits to the final documents are minimal, PDF remediation and compilation may take up to 10% of the remediation time used in the Draft EIR estimating up to 10-16 hours at the same billing rate (\$245 per hour).

The cost for the proposed scope of work summarized by Phase 1 and 2, including the optional tasks is shown in Table 1, with a more detailed breakdown shown further below, including the hourly wage rates for all personnel anticipated to provide the services.

Table 1 Proposed Cost by Task

Task	Cost
Phase 1	\$50,000
Task 1 Virtual Kick-off Meeting	\$669
Task 2 GHG Emissions Inventory	\$27,117
Task 2.1 2015 Emissions Inventory Reconciliation	\$1,846
Task 2.2 Data Collection and Current GHG Emissions Inventory	\$25,271
Task 3 Vulnerability Assessment	\$19,723
Task 3.1 Vulnerability Assessment Report	\$14,944
Task 3.2 Asset Manager Interviews	\$4,779
Task 4 City Council Meeting	\$2,490
Rincon Subtotal	\$41,216
Iteris, Inc. Subtotal	\$11,086
Phase 2	\$215,063
Task 5 Forecasting and Target Setting	\$6,762
Task 6 Community Outreach and Engagement	\$86,731
Task 6.1 Community Outreach and Engagement Plan	\$16,978
Task 6.2 Survey	\$6,528
Task 6.3 Community Meetings	\$30,456
Task 6.4 Advisory Group Meetings	\$17,181
Task 6.5 Public Hearings	\$15,588
Task 7 Develop Policies and Strategies	\$52,159
Task 7.1 GHG Emissions Strategies	\$20,040
Task 7.2 Climate Adaptation and Resilience Strategies	\$18,159
Task 7.3 Identify Funding for Implementation Measures	\$13,960
Task 8 Climate Action and Resilience Plan	\$24,977
Task 8.1 Draft CARP	\$15,542
Task 8.2 Final CARP	\$9,435
Task 9 CARP CEQA Assessment	\$22,498
Task 9.1 CEQA Documentation	\$14,994
Task 9.2 CEQA GHG Checklist	\$7,504
Task 10 Project Meetings and Management	\$26,936
Task 10.1 Project Check-in Meetings	\$9,952
Task 10.2 Project Management	\$16,984
Rincon Consultants Subtotal	\$141,520
Climate Resolve Subtotal	\$54,342
HIP Investor Subtotal	\$9,200
Mini-Grant and Advisory Group Stipends	\$10,000
Optional Tasks	
Optional Task A Grant Research and Application	\$10,071
Optional Task B Implementation and Monitoring	\$12,500
Optional Task C Virtual Reality Community Engagement Tool	\$31,750-\$49,000
Optional Task D CEQA Thresholds	\$10,500
Optional Task E Remediate CARP and IS/ND to be Section 508 Compliant	\$26,950-\$44,345

Note: this table includes a 15% markup for subconsultants

Appendix A

Staff Resumes

Rincon Consultants, Inc.
Environmental Scientists . Planners . Engineers



Erik D. Feldman, MS, LEED AP

Principal

Erik Feldman's experience includes greenhouse gas modeling and auditing, climate action planning and sustainability design and program development. Additionally, he is involved in a wide range of urban planning and land use studies, sustainable development review, and CEQA environmental documentation and permitting activities. He has assisted numerous local agencies and development projects with the development of greenhouse gas thresholds, analytical methods, and reduction strategies in California. Mr. Feldman also has extensive experience preparing Qualified greenhouse gas Reduction Plans as defined by CEQA Guidelines 15183.5 and utilizing these plans to streamline greenhouse gas CEQA analysis for development projects. Mr. Feldman applies this experience in the successful management of environmental and sustainability projects for variety of clients in the public and private sectors. He has led and participated in numerous greenhouse gas- and sustainability-related presentations including for the California American Planning Association and at universities such as California State University, Channel Islands, California State University, Long Beach, and University of California, Santa Barbara. He has also served as a member of the Board of Directors for the U.S. Green Building Council California Central Coast Chapter and is a member of the Steering Committee for the Gridley Water Group in Ojai.

EDUCATION

MS, Environmental Science and Management, University of Sydney; Sydney, Australia

BS, Business and Administration, University of Colorado

CERTIFICATIONS

Accredited Lead Greenhouse Gas Verifier, California Air Resource Board (EO# H-10-043)

Accredited Low Carbon Fuel Standard (LCSF) Verifier, California Air Resource Board (EO# H3-20-054)

LEED Accredited Professional

Licensed General Engineering Contractor (#921378)

SELECT PROJECT EXPERIENCE

Principal-in-Charge, City of Berkeley – Pathway to Clean Energy, Berkeley

In June 2018, Berkeley City Council established a goal of becoming a Fossil Fuel Free City, with a focus on electrification of Berkeley's buildings. Mr. Feldman is overseeing a team comprised of the City of Berkeley, Rocky Mountain Institute, and the Ecology Center developing an implementation plan to electrify 100% of Berkeley's existing buildings before 2045. Rincon completed a two-phase policy analysis and implementation plan to identify the technological, equity, and cost considerations around electrifying the current building stock based on age, class, and building type. Phase 1 of the analysis quantifies the costs and benefits of electrification for a wide range of stakeholders. The approach has been tailored to address impacts on historically marginalized and low-income people and integrates procedural, distributional, and structural equity considerations. The final report will identify the highest value and most equitable set of measures aimed at the elimination of fossil fuels in existing buildings in the near, mid, and long terms. Phase 2 includes a detailed cost-benefit analysis and a comprehensive implementation plan, including funding strategies, for each of the recommended policies.

Principal-in-Charge, County of Santa Clara – Community Climate Action Plan, Santa Clara County

Mr. Feldman is overseeing preparation of the Santa Clara County Climate Action Plan which includes a countywide greenhouse gas inventory that covers unincorporated areas and each city within the County as well. The scope of work also includes the preparation of a greenhouse gas forecast through 2045 and greenhouse gas reduction targets. In addition to the development of greenhouse gas reduction measures Rincon is also working directly with the County and Green Info Network to build an interactive Network Relationship Map that will map all of the sustainability and climate action related entities



within the County. The Network Relationship Map includes all of the measures undertaken by each city as well as non-profit and for-profit partners. The final deliverable will be a strategic plan that highlights the key role the County can play in connecting this vast network of climate action into a cohesive strategy working toward carbon neutrality.

Principal-in-Charge, City of San Luis Obispo Climate Action Plan Peer Review and Defensibility Analysis, CEQA Documentation and Greenhouse Gas CEQA Analysis Threshold Document, City of San Luis Obispo

In support of the City of San Luis Obispo Climate Action Plan preparation, Rincon was contracted to peer review the Climate Action Plan document and analyze the measures and technical analysis for defensibility under established case law and the CEQA Guidelines. Rincon also prepared CEQA documentation for the Climate Action Plan and a Greenhouse Gas Threshold and guidance document to be used by City planning staff and applicants in preparing greenhouse gas analyses for environmental documents prepared pursuant to CEQA. This project involved developing greenhouse gas efficiency threshold(s) for project based CEQA analysis founded on a methodology that considers emissions against an efficiency-based service population threshold. This efficiency threshold is consistent with the 2017 Scoping Plan which details the intention to accommodate population and economic growth in California but do so in a way that achieves a lower rate of greenhouse gas emissions. Rincon created a locally appropriate efficiency threshold that complies with the CEQA Guidelines and interpretative greenhouse gas case law. Moreover, Rincon developed a concise guidance document detailing a defensible approach for evaluating greenhouse gas impacts in analyses prepared pursuant to CEQA for use by City staff and local developers. This guidance document clearly details how the greenhouse gas efficiency threshold was developed and substantiates the linkage between a specific project and the state's greenhouse gas reduction targets. Rincon completed the Initial Study Negative Declaration (IS-ND) for the City that included environmental analysis focused on the estimated change in conditions that would result from the implementation of the Climate Action Plan's actions and policies. In 2020 the Climate Action Plan and CEQA documentation were adopted by the City Council and the Climate Action Plan and CEQA thresholds are being implemented by the City.

Principal-in-Charge, County of Santa Barbara – 2030 Climate Action Plan and Environmental Impact Report, Santa Barbara County

The Santa Barbara County Climate Action Plan and Environmental Impact Report is the first project of the Santa Barbara County Climate Collaborative and will bring in together various projects under the One Climate initiative. The Climate Action Plan is currently in the early stages of community activation, which includes the engagement of an Equity Advisory Committee. The Plan will activate the diverse community to develop a plan and suite of climate action planning tools that are customized to the County. Each jurisdiction in the County will be able to tier-off of the County Climate Action Plan and will be able to adopt greenhouse gas tracking tools developed specifically for the County. This Climate Action Plan will also include emissions from the agricultural industry and agriculture land use types (also known as Natural and Working Lands). Rincon is working with the Bren School of Environmental Science and Management, University of California, Santa Barbara (UCSB) to complete extensive research and reached out to experts in the respective fields to ensure the incorporation of the information found is appropriate and the methodology to calculate greenhouse gas emissions is accurate. The Climate Action Plan is intended to facilitate the reduction of greenhouse gas emissions in a way that helps improve the public health and economy of the County through partnerships with the community providing resources for a more sustainable and equitable community.

Project Manager, City of Pasadena – Greenhouse Gas Inventory and Climate Action Plan and greenhouse gas Analysis Threshold, Pasadena

Mr. Feldman led the project team that prepared a comprehensive inventory of greenhouse gas emissions resulting from local government and community-wide activities. As part of the inventory project, Rincon inventoried greenhouse gas emissions for the 2009 baseline year and conducted emissions forecasts for the years 2020, 2030, 2035, and 2050 (consistent with the AB 32, Executive Order (EO) S-3-05 and SB 32 target years and the City of Pasadena's General Plan horizon year). Rincon worked with the City to develop a Climate Action Plan that identified and evaluated reduction measures that would achieve the greatest reduction in the most cost-effective manner and created and implemented a comprehensive public outreach program. Rincon also developed a detailed implementation, monitoring, and maintenance plan. To facilitate implementation of the plan and streamline CEQA analysis for new development projects, Rincon developed one of the first SB 32 Greenhouse Gas



Threshold and Climate Action Plan compliance checklist to streamline future development projects under CEQA Guidelines Section 15183.5. In addition, Rincon prepared the CEQA documentation that demonstrated the Climate Action Plan would not result in any significant impacts and in fact may result in beneficial impacts as it relates to air quality and greenhouse gases/climate change.

Principal-in-Charge, Climate Action Plan Update, City of Dublin

Mr. Feldman was the Principal-in-Charge for the City of Dublin Climate Action Plan 2.0 Climate Action Plan update project and oversaw the development of the greenhouse gas inventory and forecast as well as measure development, community outreach, and internal outreach work scopes. The Climate Action Plan includes a tailored suite of greenhouse gas reduction measures to meet Dublin's long-term goal of Carbon Neutrality by 2045. Strategies include electrification of buildings, zero emission vehicles, and waste reduction. The work scope included an extensive public outreach plan that leverages online tools to engage with the community even during Covid-19. The Climate Action Plan was adopted in 2020 and the next step is implementing the policies to achieve the long-term goal of carbon neutrality by 2045.

Principal-in-Charge, Metropolitan Water District of Southern California Climate Action Plan and CEQA Document

Rincon is currently developing an integrated, comprehensive, and transformative Climate Action Plan (Climate Action Plan) and CEQA document. The plan is intended to be applied across all of Metropolitan's land, facilities and infrastructure and takes into account the greenhouse gas (greenhouse gas) emissions from future capital investment projects such as the Regional Recycled Water Plant. The Climate Action Plan will build on Metropolitan's sustainability achievements to date and identify additional actions that would reduce greenhouse gas emissions and prepare Metropolitan's facilities and operations for the impacts of climate change. Rincon recently developing a baseline greenhouse gas inventory, forecast, and carbon budget that is being utilized to identify and evaluate feasible, cost-effective, and measurable greenhouse gas emissions reduction measures necessary to meet Metropolitan's reduction targets. Rincon is currently working with Metropolitan teams associated with planning, engineering, facility operations, and other internal stakeholders to establish greenhouse gas emissions and reduction measures and infrastructure improvements that will be implemented through the plan. The plan is intended to serve as a Qualified greenhouse gas Reduction Plan for Metropolitan facilities, operations, and investment decisions and meet the provisions for CEQA streamlining (per CEQA Section 15183.5)

Principal-in-Charge, Livermore Climate Action Plan, Livermore

The Livermore Climate Action and Adaptation Plan (CAAP) is an update to the City's existing plan and will serve as a pathway for the City to achieve its long term goal of carbon neutrality while preparing to adapt to a changing climate including impacts related to heat, water availability, wildfire, and smoke. The CAAP team is also coordinating heavily with the City of Livermore Climate Action Commission which is helping to guide the development of the plan. To allow the commissioners to dig deeper into the key topics around the CAAP, Rincon and the Commission has developed Ad Hoc committees who will review and provide additional feedback on an array of climate action and adaptation topics including specifics on how to implement the key strategies within their community. As part of this program, Mr. Feldman is overseeing the technical work related to the inventory and forecast and development of greenhouse gas reduction and adaptation measures and is working with the City Council, Planning Commission, City Staff, and Climate Action Commission groups.





Reema Shakra, AICP

Climate Action and Resilience Project Manager

Ms. Shakra is a Climate Adaptation Program Manager with Rincon’s Environmental Planning and Sustainability Department and has 17 years of consulting and public agency experience in sea-level rise vulnerability and adaptation assessments, climate action and adaptation planning, and community outreach and engagement. Ms. Shakra has a wide-ranging policy background, having prepared or managed general plan updates, climate action plans, local coastal program updates, corridor plans, and climate adaptation plans. She co-authored a step-by-step guidebook for the Southern California Association of Governments region which provides local governments with a compendium of tools, resources, and best practices to efficiently advance their climate adaptation planning process. Ms. Shakra is currently managing the safety element updates for several cities located within or in close proximity to very high fire hazard severity zones, including the cities of Calabasas, Beaumont, and San Fernando. She is also serving as senior advisor for climate vulnerability assessments for cities that will be impacted by more frequent and extreme wildfires, including Ojai, Beverly Hills, and Cupertino.

EDUCATION

B.S., Urban and Regional Planning, California State Polytechnic University, Pomona, 2003

CERTIFICATIONS/REGISTRATIONS

Certified Planner, American Institute of Certified Planners (no. 023226)

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

SELECT PROJECT EXPERIENCE

Project Manager, City of Beverly Hills – Climate Action and Adaptation Plan, Beverly Hills, California.

The City of Beverly Hills seeks to reduce its contribution to greenhouse gas emissions and prepare for localized climate change hazards. A climate change vulnerability assessment is being prepared which identifies wildfire risk and its impact on vulnerable populations and community assets, along with other climate change related hazards. Asset manager interviews were conducted with City Departments, Southern California Edison, and Southern California Gas to identify impacts associated with historic extreme events, adaptive capacity of managed assets, and opportunities for adaptation strategies. The project also involves preparing a greenhouse gas emissions inventory and a climate action and adaptation plan that identifies measures and actions to reduce greenhouse gas emissions and adapt to climate change hazards. Ms. Shakra serves as the project manager and senior technical oversight of the climate vulnerability assessment and adaptation strategies.

Deputy Project Manager, Southern California Association of Governments – Southern California Regional Climate Adaptation Framework, Counties and Cities of Ventura, Los Angeles, Orange, Riverside, San Bernardino, and Imperial.

Ms. Shakra assisted SCAG in preparing a comprehensive framework to support regional climate adaptation planning. Ms. Shakra co-authored a regional climate adaptation guidebook which provides SCAG member agencies with a compendium of tools, resources, and best practices to efficiently advance their climate adaptation planning process. She prepared a matrix that identified over 275 adaptation strategies for a variety of climate hazards, including wildfire. Ms. Shakra conducted a gap analysis of all member agencies to identify local governments that have adopted or are in the process of adopting climate adaptation policies in their safety elements. Ms. Shakra led the preparation of climate adaptation model policies for safety elements and local coastal programs. She identified metrics and indicators that local governments and regional metropolitan planning agencies can use to help track progress in adapting to



climate change. ***National American Planning Association award winner for Excellence in Sustainability in 2021.***

Project Manager, City of Calabasas – Safety, Circulation and Housing Element Update, Calabasas, California.

Calabasas is preparing a comprehensive update to their Housing Element and related updates to the Land Use, Safety and Circulation Elements in compliance with new State rules. Ms. Shakra is serving as project manager and authoring the updates to the safety, land use and circulation elements. The safety element is being updated in compliance with recent state legislation, including SB 99, SB 379, AB 2140, and AB 3065, and OPR's Fire Hazard Planning Technical Advisory Update (Draft). Calabasas is located entirely within a very high fire hazard severity zone, has over 15 residential neighborhoods with less than two emergency evacuation routes, and numerous residential communities with gated secondary access. Policies and implementation programs are being developed in consultation with Los Angeles County Fire Department, Los Angeles County Sherriff Department, Los Angeles County Emergency Operations Department, and CAL FIRE.

Project Manager, City of Beaumont – Safety and Housing Element Update, Beaumont, California.

The City of Beaumont is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle and related updates to the Safety Element. Ms. Shakra is serving as project manager and authoring the updates to the safety element in keeping with new statutory State requirements on wildfire risk and evacuation routes for residential neighborhoods. Ms. Shakra is working closely with CALFIRE to review and revise the Safety Element in response to CALFIRE assessments. The Safety Element is scheduled for Board of Forestry and Fire Protection review and recommendation in November 2021.

Project Manager, City of Monterey Park – Safety, Environmental Justice, and Housing Element Update, Monterey Park, California.

The City of Monterey Park is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle. The City is also preparing an update to their Safety Element to include a climate change vulnerability assessment and climate adaptation strategies. The City is also preparing a new Environmental Justice Element to address inequitable distribution of pollution and its associated health risks. Ms. Shakra serves as the project manager, managing the preparation of technical reports and policies and programs associated with the housing, safety and environmental justice elements. The project also includes a robust public engagement and outreach effort, including development of a project logo with associated project branding and public engagement plan, convening community workshops with translation services in Chinese and Spanish, facilitating focus group stakeholder meetings, hosting a project website, and presenting to the City Council.





Hannah Mize

ASSISTANT PROJECT MANAGER

Hannah Mize is a Ventura County native who has a strong foundation in and experience with a wide range of climate action planning as well as greenhouse gas emissions assessments. She has experience assisting with and managing climate action plans, which includes overseeing data collection; completing inventory and forecast calculations; setting targets; developing emission reduction and adaptation/resilience measures; participating in community outreach; and completing draft and final plans. She is currently managing the City of Burbank's Greenhouse Gas Reduction Plan Update as well as the City of Pittsburg's Climate Action Plan and recently oversaw the completion of the City of South Pasadena's inaugural Climate Action Plan, all of which are CEQA streamlined greenhouse gas emissions reductions plans. Ms. Mize also oversees the verification of greenhouse gas emissions and low carbon fuel through the California Air Resource Board Cap-and-Trade Program following the requirements of the Mandatory Reporting Regulation and the Low Carbon Fuel Standard, respectively. Ms. Mize manages the team's robust auditing program, which has collectively verified approximately 40 percent of the State of California's industrial greenhouse gas emissions annually, over the past four years. She has conducted greenhouse gas verification services throughout the State for electricity generators, electricity and natural gas providers, oil and gas production facilities, refineries, mines, and fuel suppliers in conformance with the Assembly Bill 32 Mandatory Reporting Regulation. She has also worked with transportation agencies to verify low carbon fuel.

EDUCATION

BS, Environmental Science and Resource Management, California State University Channel Islands

CERTIFICATIONS/ REGISTRATIONS

Accredited Lead Greenhouse Gas Verifier, California Air Resource Board for Mandatory Reporting Regulation (EO# H-21-090)

Lead Low Carbon Fuel Standard Verifier, California Air Resource Board (EO# H3-20-096), and Washington Department of Ecology

SELECT PROJECT EXPERIENCE

City of Burbank Greenhouse Gas Reduction Plan Update, Burbank, California

Client Contact: Karen Pan, Administrative Officer, Phone: (818) 238-5187, Email: kpan@burbankca.gov

Ms. Mize is currently overseeing the preparation of a Greenhouse Gas Reduction Plan Update for the City of Burbank that will serve as a "qualified Greenhouse Gas Reduction Plan" under CEQA. The work scope includes development of an updated greenhouse gas inventory, greenhouse gas forecast, greenhouse gas reduction measures, and CEQA analysis with streamlining documentation. The Burbank Greenhouse Gas Reduction Plan Update builds upon the efforts of the City's 2035 Greenhouse Gas Reduction Plan, adopted in 2013, with an updated greenhouse gas inventory and greenhouse gas reduction targets to meet the state's stringent 2030 reduction targets of reducing greenhouse gas emissions to 40% below 1990 levels. The Rincon Team is working closely with the Burbank to engage all City departments, including the utility provider Burbank Water and Power, in development of greenhouse gas reduction measure that are supported by substantial evidence. Rincon is also using the unique opportunity of virtual community and stakeholder outreach to implement tools to further the reach of engagement efforts to enable a diverse and equitable community voice in plan development. Prior to adoption of the Greenhouse Gas Reduction Plan Update, Rincon will develop the documentation needed to unlock the potential to use the Greenhouse Gas Reduction Plan Update as a tool for streamlining development review, including the CEQA analysis and Greenhouse Gas Reduction Plan consistency checklist. To ensure future legal defensibility of the Greenhouse Gas Reduction Plan Update, Rincon is establishing a



streamlined implementation tracking program centered around the use of the Rincon's proprietary CAPDash tool, which will allow regular and transparent reporting of the status of the Greenhouse Gas Reduction Plan Update implementation.

City of Pittsburg Climate Action Plan, Pittsburg, California**Client Contact: Laura Wright, Environmental Affairs Manager, Phone: 925.252.4114, Email: lwright@ci.pittsburg.ca.us**

Ms. Mize is currently working with the City of Pittsburg to develop a Climate Action/Sustainability Plan that establishes a vision for a City that is both economically and environmentally healthy with an engaged community that continues to collectively strive for a more just and equitable world. The Pittsburg Climate Action Plan/Sustainability Plan will be the City's first and is being designed as a living document that aims to engage, excite, and empower the community to take incremental steps towards a healthier, more sustainable future. This plan will also serve as a roadmap for reducing greenhouse gas emissions in the City and establishes practices that community members can implement that are practical and result in real, positive change. The Plan builds off of the greenhouse gas emissions inventory completed by Rincon for the City in 2018 and establishes a path forward to reduce long-term emissions and reach the State's climate goals.

City of South Pasadena Climate Action Plan and Grant Application, South Pasadena, California**Client Contact: Arpy Kasparian, Water Conservation and Sustainability Analyst, Phone: (626) 403-7253, Email: akasparian@southpasadenaca.gov**

Ms. Mize led an effort to draft a grant application for the City of South Pasadena to complete a Climate Action Plan (Climate Action Plan) through the Southern California Association of Governments (SCAG). The grant was funded and Ms. Mize took the lead on the second part of the effort – completing a qualified Climate Action Plan for South Pasadena. The Climate Action Plan is intended to facilitate the reduction of greenhouse gas (greenhouse gas) emissions throughout South Pasadena through implementation of SCAG's 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy: Towards a Sustainable Future (RTP/SCS) in a way that is practical, efficient, and beneficial to the community and enhances the City's desirable characteristics and qualities. Technical analyses completed include a baseline greenhouse gas emission inventory, emissions forecast, and setting targets approved by the City that are the foundation of the Climate Action Plan. The Climate Action Plan builds on the sustainability-related awards and distinctions that South Pasadena has received and provides additional innovative strategies that will incrementally help the City reduce greenhouse gas emissions while retaining the City's desirable characteristics and qualities consistent with the community's vision and existing efforts. In addition, Climate Action Plan programmatic CEQA review documentation in the form of an Initial Study/Negative Declaration (IS/ND) was prepared. The Climate Action Plan is CEQA-qualified and was adopted in December 2020.

City of Walnut Climate Strategy Initiative, Walnut, California**Client Contact: Joelle Guerra, Senior Management Analyst, Phone: (909) 595-7543 x 405, Email: jguerra@cityofwalnut.org**

Ms. Mize managed the completion of the City of Walnut's Climate Strategy Initiative, which serves as an introductory guide to help the City understand and reduce greenhouse gas emissions as well as begin to mitigate the associated impacts related to climate change. The Climate Strategy Initiative included completing a baseline emission inventory and forecast; setting targets; establishing emission reduction strategies; and compiling a visually pleasing, informative Plan for the community. The intent of this Climate Strategy Initiative is to introduce climate reduction strategies and build community buy in so that in future years the City can develop a Climate Action Plan that will spur substantive greenhouse gas reduction.



Solano Transportation Authority Transit and Intercity Rail Capital Program Greenhouse Gas Study, Solano, California
Client Contact: Anthony Adams, Senior Project Manager, Phone: 707-399-3215, Email: aadams@sta.ca.gov

Ms. Mize oversaw completion of preparation of Greenhouse Gas (greenhouse gas) emission studies in 2018 and 2020 in support of two successful grant applications. The greenhouse gas studies quantified the net greenhouse gas emission benefits anticipated upon implementation of STA projects funded by the California State Transportation Agency's (CalSTA) Transit and Intercity Rail Capital Program (TIRCP). STA was awarded \$10.7 and \$10.4 million during the 2018 and 2020 TIRCP funding cycles, respectively.

The greenhouse gas studies that Rincon prepared quantified the greenhouse gas reduction potential of various transit projects that will enhance the frequency, reliability and connectivity of transit services for Solano County riders. Specific project components that Rincon quantified include electrification of SolanoExpress, FAST and SolTrans busses, installation of rapid wireless charging systems at regional transit centers, implementation of in-line bus stops adjacent to the Interstate 80 corridor and construction of pedestrian and bicycle infrastructure at the Vacaville Transit Center, Fairfield Transit Center and Fairfield-Vacaville Rail Station to improve station connectivity with adjacent neighborhoods. Quantifications were performed according to the Greenhouse Gas Quantification Methodology for the TIRCP using the California Air Resources Board TIRCP Calculator Tool. Project components with attributable greenhouse gas reduction potential not quantifiable using the TIRCP Calculator Tool were calculated using Rincon's internal greenhouse gas emissions calculation tool. Funded projects were collectively estimated to result in lifetime greenhouse gas reductions of 138,000 MT of CO₂e and 125,000 MT of CO₂e in 2018 and 2020, respectively. Beyond the direct greenhouse gas reductions associated with these projects, the regional benefits are far-reaching and would include travel time savings, improved transportation system reliability, vehicle operating cost savings, improved mobility, and enhanced availability of travel options.





Andrew Beecher

SUSTAINABILITY PLANNER

Andrew Beecher is a Sustainability Planner for Rincon Consultants, Inc., where he works as GHG technical specialist and project manager for the Environmental Planning Services Group. His experience includes greenhouse gas inventory development, GHG reduction strategy development and quantification, Climate Action Plan implementation and state GHG reporting audits. He has worked as technical lead on municipal, city and county-wide GHG inventories and GHG reduction measure development, for which he has developed tools to streamline calculation of GHG emissions inventories, forecasts, and GHG reduction measures simultaneously for multiple jurisdictions and years. He has experience conducting GHG verification services for oil and gas production facilities and fuel suppliers in conformance with AB-32 Mandatory Reporting Regulation, as well as verification for the California Low Carbon Fuel Standards Program. He has also worked as outreach coordinator for Rincon’s award-winning Climate Action Plan Implementation project, the Del Mar Home Energy Savings Program, taking on a unique approach to socially equitable policy implementation.

EDUCATION

BA, Atmospheric Science
(with Honors), UC Berkeley

ACCREDITATIONS

California Air Resources Board
Mandatory GHG Reporting
Regulation Accredited Verifier
California Air Resources Board
Low Carbon Fuel Standards
Program Accredited Lead
Verifier

SELECT PROJECT EXPERIENCE

Project Manager, City of Pasadena – GHG Emissions Inventory, Pasadena

Mr. Beecher is serving as the project manager for the development of GHG emissions inventory update for the City of Pasadena. This analysis is intended to provide a comprehensive assessment of the GHG emissions reduction progress the City has achieved since adoption of their Climate Action Plan in 2018. This project presents unique challenges and opportunities in working with the City’s own utility provider, Pasadena Water and Power, to assess progress in reducing GHG emissions associated with the City’s electricity and water supply.

Assistant Project Manager/GHG Technical Lead, City of Beverly Hills – Beverly Hills Climate Action and Adaptation Plan, Beverly Hills

Mr. Beecher is serving as GHG technical lead and assistant project manager on preparation of a Climate Action and Adaptation Plan for the City of Beverly Hills. The project includes development of two GHG inventories for separate years, a GHG emissions forecast, development of GHG reduction policies, a vulnerability assessment, and extensive public engagement. The analysis of GHG reduction strategies includes a unique approach to measure development and quantification, where a tiered analysis was performed for various measure implementation scenarios for reaching carbon neutrality on various timelines.

GHG Technical Lead, City of Burbank – Greenhouse Gas Reduction Plan, Burbank

Mr. Beecher is serving as GHG technical lead on preparation of the City of Burbank’s Greenhouse Gas Reduction Strategy. Responsibilities include the development of a GHG emissions inventory and forecast for community and municipal activities, development of GHG reduction strategies, and analysis of existing GHG policies.



Assistant Project Manager/GHG Technical Lead, San Mateo County – Regional Integrated Climate Action Planning Suite (RICAPS) Technical Consultant, San Mateo County

Mr. Beecher is serving as assistant project manager and technical lead for Rincon's role as San Mateo County's RICAPS program's technical consultant. The RICAPS program serves as a collaborative effort to drive carbon neutrality and provide climate planning technical assistance for 21 member jurisdictions. Roles and responsibilities include: leading the update of GHG emissions inventories for 21 jurisdictions for the most recent data years best practices, coordinating and facilitating monthly working group meetings, development of a building electrification best-practices guide, and providing additional technical assistance on an as-needed basis.

GHG Technical Analyst, City of South Pasadena – Climate Action Plan, South Pasadena

Mr. Beecher served as GHG technical analyst on preparation of a qualified GHG reduction plan for the City of South Pasadena. Responsibilities included development of a GHG emissions inventory and forecast for community and municipal activities, development of GHG reduction strategies, and development of outreach materials communicating the climate action planning process to the community.

GHG Technical Lead, Imperial County Transportation Commission – Imperial Valley Regional Climate Action Plan, Imperial County

Mr. Beecher served as GHG technical lead on preparation of a comprehensive GHG inventory and emissions forecast for Imperial County and its seven incorporated cities, included in the Imperial Valley Regional Climate Action Plan. The GHG inventory included comprehensive assessments of emissions from community and agricultural sources as well as from vehicles using the Calexico Port of Entry. Tasks include development of GHG inventories for eight different jurisdictions and Countywide agricultural activities for three separate inventory years as well as comprehensive policy review to determine the effectiveness of previous GHG reduction measures throughout the jurisdictions.

Verification Staff, Various Clients – California Cap and Trade Program Mandatory GHG Reporting Requirements and Low Carbon Fuel Standards Verification, Various Locations

Mr. Beecher has served as verification staff for greenhouse gas verification services for multiple clients throughout California that are required to report annual greenhouse gas emissions and low carbon fuel transactions to the California Air Resource Board under the California Cap and Trade Program. Responsibilities include conducting facility site visits, interviewing personnel, drafting verification plans and reports, and reviewing data for accuracy and conformance with regulations. Mr. Beecher's primary focus has been working with petroleum refineries in throughout California.

GHG Technical Analyst, City of Walnut – Climate Action Plan, Walnut

Mr. Beecher served as GHG technical analyst on development of a Greenhouse Gas Inventory for the City of Walnut's climate action planning process. Tasks included calculation of estimated greenhouse gas emissions from community and municipal activities, quantification of GHG reduction measures and development of outreach materials for community meetings.

Assistant Project Manager. City of Del Mar and San Diego Gas & Electric – Energy Efficiency Program Support for Climate Action Plan Implementation, Del Mar

Mr. Beecher served as assistant project manager and outreach coordinator on development and execution of a public outreach campaign to help senior and low-income residents find and apply for energy efficiency upgrade incentives and rebates, as part of implementation of the City of Del Mar's Climate Action Plan. Tasks included developing outreach materials and organizing and promoting events. Challenges of the planning process involved the computer literacy and mobility of the target group, which in turn required generating awareness of the program through close coordination with community groups. This planning effort was awarded the Public Involvement/Education Program Merit Award by the Association of Environmental Professionals.





Camila Bobroff, MESM

Sustainability Planner

Camila Bobroff is a Sustainability Planner with Rincon’s Environmental Planning and Sustainability Group. Ms. Bobroff has substantial experience with data analysis, greenhouse gas emissions inventories, and developing climate action measures and adaptation strategies. She is currently responsible for assisting in the preparation of Climate Action Plans, Climate Adaptation Plans, Climate Change Vulnerability Assessments, Carbon Inventories, and Safety Elements for jurisdictions across California.

EDUCATION

MESM, Energy and Climate,
Bren School of Environmental
Science & Management,
University of California,
Santa Barbara

BA, Environmental Studies,
BS, Ecology and Evolutionary
Biology, University of
California, Santa Cruz

SELECT PROJECT EXPERIENCE

Assistant Project Manager, City of Carmel-by-the-Sea – Climate Adaptation Plan, Carmel-by-the-Sea

Rincon is providing planning services for the Carmel Climate Adaptation Plan. Ms. Bobroff led the development of the City’s climate adaptation policies, which are based on the results from the City’s Climate Change Vulnerability Assessment, and the Climate Adaptation Plan. Ms. Bobroff also supported various public and stakeholder meetings to gather feedback on the Climate Adaptation Plan.

Sustainability Planner, City of Livermore – Climate Action Plan Update, Livermore

This climate action plan was prepared for the City, as required by its new General Plan Climate Change Element and set a GHG emissions reduction goal of 15 percent below 2008 levels. The CAP provided actions related to transportation, building energy use, water consumption, wastewater treatment, and waste generation that the City can implement to meet the City’s goal and the State-mandated, 2020, GHG emissions reduction goal. Ms. Bobroff was responsible for developing the Climate Change Vulnerability Assessment for this project, which assessed localized climate impacts, sensitive populations and assets to those climate impacts, and the City’s adaptive capacity based on current policies and programs.

Sustainability Planner, City of Port Hueneme – General Plan Update and Housing Element Update, Port Hueneme

Rincon is creating a long-range planning program for the City Port Hueneme that is innovative, practical, and facilitates the City in achieving their goals. Specifically, Rincon is developing a General Plan update that is compliant with recent State legislation and guidance. Ms. Bobroff is responsible for the development of the Climate Action Plan Element of the General Plan Update. Ms. Bobroff conducted the Climate Change Vulnerability Assessment for this project, which assessed localized climate impacts (including sea level rise, extreme heat, and precipitation changes), sensitive populations and assets to those climate impacts, and the City’s adaptive capacity based on current policies and programs. Ms. Bobroff also led the Greenhouse Gas (GHG) Emissions Inventory, GHG reduction measure quantification, and the development of locally specific climate mitigation and adaptation policies.



Sustainability Planner, City of Cupertino – Climate Action Plan Update Community Outreach and Technical Support, Cupertino

Ms. Bobroff prepared a Climate Change Vulnerability Assessment Peer Review for the City of Cupertino to identify opportunities to better align with state guidance on preparing vulnerability assessments. Additionally, Ms. Bobroff conducted an existing adaptation measures analysis of the City's planning documents including the Housing Element and Safety Element. This analysis provided recommendations to better align with state guidance on climate adaptation and incorporate best practices and innovative and progressive adaptation policies.

Sustainability Planner, County of San Mateo – Government Operations Client Action Plan and Community Climate Action Plan, San Mateo County

Rincon and Cascadia are providing planning services for the San Mateo County Government Operations Climate Action Plan (GOCAP) and the Community Climate Action Plan (CCAP). Rincon is leading review of the County initial list of action ideas, recommending specific measures, and further defining each action item with specific targets and/or actions in order to identify potential metrics for each action item to a level that would allow for qualitative analysis. Ms. Bobroff conducted emissions forecasting analysis and recommended specific reduction measures to help the County reach carbon neutrality by 2035.

Assistant Project Manager, Santa Barbara – 2030 County Climate Action Plan and EIR, Santa Barbara County

Ms. Bobroff is assistant managing the natural and working lands inventory for the Climate Action Plan. This includes calculating emissions from the natural and agricultural lands (also known as Natural and Working Lands). Rincon worked with the Bren School of Environmental Science and Management, University of California Santa Barbara (UCSB) to complete extensive research and reached out to experts in the respective fields to ensure the incorporation of the information found is appropriate and the methodology to calculate GHG emissions is accurate. The Climate Action Plan is intended to facilitate the reduction of GHG emissions in a way that helps improve the public health and economy of the County through partnerships with the community providing resources for a more sustainable and equitable community. Ms. Bobroff also helped update the county-wide GHG emissions inventory.

Sustainability Planner, City of South Pasadena – Climate Action Plan, South Pasadena

Ms. Bobroff was the climate change planner responsible for preparing a public outreach plan for the City to use as they develop and implement their Climate Action Plan. The outreach plan discussed the types of outreach methods, number of public meetings, and the content of these meetings to gather public input regarding the draft City of South Pasadena Climate Action Plan.

Sustainability Planner, County of Merced – Merced County Climate Action Plan, Merced

Ms. Bobroff is serving as a climate change planner for the Merced County Climate Action Plan. She conducted the Merced County climate change vulnerability assessment. She was also responsible for the development of mitigation measures for reducing agriculture-related greenhouse gas emissions. Ms. Bobroff also contributed to the quantification of future greenhouse gas emissions reductions assuming implementation of the mitigation measures proposed for the Climate Action Plan.

Assistant Project Manager, City of Ojai – Ojai General Plan Update and EIR, Ojai

The City of Ojai is updating their General Plan in partnership with Raimi and Associates and Rincon. Rincon is preparing the Conservation/Open Space, Safety, and Noise Elements and an environmental existing condition report. Ms. Bobroff drafted and finalized the climate change vulnerability assessment report which addressed assets and vulnerable populations at risk to more frequent and extreme wildfire hazards and associated degraded air quality.

Assistant Project Manager, City of Brea – Safety, Environmental Justice, and Housing Element Update, Brea

The City of Brea is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle. Ms. Bobroff is preparing updates to the City's Safety Element and preparing new Environmental Justice policies in keeping with new statutory State requirements.

Assistant Project Manager, City of Duarte – Safety, Environmental Justice, and Housing Element Update, Duarte

The City of Duarte is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle. Ms. Bobroff is preparing updates to the City's Safety Element and preparing new Environmental Justice policies in keeping with new statutory State requirements.





Forest Abbott-Lum, MEM

Planner II

Ms. Abbott-Lum is a Master of Environmental Management whose work focuses on climate action and sustainability planning. As a Planner II within Rincon’s Sustainability Team, she draws on her expertise in climate change mitigation and adaptation to forecast GHG emissions, update GHG inventories, and implement climate action plans. Ms. Abbott-Lum also draws on her previous experience incorporating culturally appropriate outreach and equitable implementation in organic waste diversion to her climate change adaptation and mitigation work. She is well versed in data analysis, technical report writing, and public-facing communication. She has worked for public and private sector clients to bring forward sustainability projects ranging from a refrigerated warehouse decarbonization project for a grocery delivery startup, to a USDA-funded strategy to expand municipal mid-sized composting for the City of New Haven.

EDUCATION

Master of Environmental Management, Yale School of the Environment

BA, Mandarin Chinese and Environmental Studies, Bennington College

CERTIFICATIONS/REGISTRATIONS

Organizational Greenhouse Gas Accounting Workshop, Greenhouse Gas Management Institute

SELECT PROJECT EXPERIENCE

Planner, City of Pittsburg – GHG Forecast, Pittsburg

This project involves GHG emissions analysis and forecasting for the City of Pittsburgh in support of the City’s Climate Action Plan. Ms. Abbott-Lum used baseline inventory data to forecast business-as-usual and legislative adjusted scenarios for the City. These quantitative components lay the foundation for the targets and measures that will be included in the Climate Action Plan.

Planner, County of San Mateo – RICAPS Program Greenhouse Gas Inventory Updates and Building Electrification Strategic Support, San Mateo County

This project involves providing strategic guidance and support for the County of San Mateo’s RICAPS program, which runs a regional effort to reduce GHG emissions in the county through administration of monthly and quarterly working group meetings, individualized technical support to all local jurisdictions, and annual inventory updates. Ms. Abbott-Lum is currently serving as a planner updating greenhouse gas inventories for Jurisdictions under the County of San Mateo. Services include technical review of past GHG inventories and incorporation of new methodologies, as well as policy support for CAP implementation, with a focus on equitable building electrification. This position requires detailed understanding of GHG reporting methodology, California State climate policy, and sectoral climate data (transportation, waste, water, electricity, natural gas) analysis and manipulation.

Planner, City of Pasadena – Greenhouse Gas Inventory Update, Pasadena

Ms. Abbott-Lum is serving as a planner updating GHG inventories for the City of Pasadena. Responsibilities include updating community and municipal inventories using updated methodologies for methane leakage and transit emissions, data collection, assessment, and analysis.



OTHER WORK EXPERIENCE

Compost Project Coordinator, City of New Haven – Analyzing Organics Management Strategy and Administering Municipal Grants, New Haven, Connecticut

Ms. Abbott-Lum coordinated a \$90k USDA grant to expand urban compost infrastructure, diverting 87+ tons of organics per year from New Haven's waste stream. She developed internal and USDA-facing project update presentations, grant drawdowns, and impact metrics, working closely with the City of New Haven Food System Policy Division Director. She built a framework to assess equity in organics diversion implementation, using historic redlining data and ArcGIS to identify disinvested communities for prioritization. In addition, she built partnerships within the municipal government through targeted outreach to high-level leadership.

Organics Recovery Coordinator, NYC Compost Project – Organics Diversion Policy Outreach and Industrial Composting, New York, New York

Ms. Abbott-Lum co-led and operated an industrial compost site, network of organics diversion drop-off sites, and Mandarin-language culturally appropriate outreach programs for NYC's Zero Waste by 2030 campaign. The compost site she managed served as a model urban compost site for the diversion of post-consumer food waste. She also liaised between community-based-organizations to expand the reach of the City's grassroots food scrap diversion efforts, and establish a network of community-led compost sites, supporting the City's climate goals through the diversion of food scraps from landfills.

Graduate Sustainability Consultant, Imperfect Foods – Refrigerated Warehouse Decarbonization, Remote

Ms. Abbott-Lum wrote renewable energy procurement recommendations for refrigerated warehouses, which were delivered to Sustainability Team leadership as part of Imperfect's net zero carbon by 2030 commitment. She also delivered a short-list of renewable energy and renewable energy credit vendors, conducting supplier interviews and synthesizing recommendations based on local renewable market conditions.

Graduate Sustainability Consultant, Tapestry Inc. – Sustainable Materials Procurement Using Textile LCA Data, Remote

Ms. Abbott-Lum synthesized Higg Index LCA scores to create a sustainable materials procurement scorecard for Tapestry's Design and Procurement teams. Analysis was informed by interviews with Materials Management teams in Asia, and application of LCA scores to an existing Coach leather handbag product. As part of a team, she presented findings to C-Suite leadership working closely with the Senior Director of ESG strategy.

Business Innovation Intern, Symbrosia – Carbon Offset Strategy, Kailua-Kona, Hawaii

Ms. Abbott-Lum created a go-to-market strategy for Symbrosia's carbon offset program (offsets are generated by feeding Symbrosia's cultivated red algae to ruminants like dairy cows, reducing enteric methane emissions). She produced a financial analysis of revenue generated from carbon offsets based on organic & conventional dairy industry scenarios. She also engaged and solicited input from Hawaiian community advocates for a community engagement strategy. Additional responsibilities included drafting Generally Recognized as Safe (GRAS) compliance documentation for the Food and Drug Administration and conducting policy research on regulations for animal feed additives.





Lauren Collar

Adaptation Analyst

Lauren Collar is a Sustainability Planner within Rincon’s Environmental Planning and Sustainability Group. Ms. Collar has experience with GHG inventories, data analysis, climate adaptation and mitigation policy development, and technical writing. She is currently responsible for assisting in the preparation of Climate Action Plans, GHG Inventories, GHG Reduction Plans, Safety Elements, Climate Vulnerability Assessments, Climate Adaptation Plans, and Local Hazard Mitigation Plans. She is currently serving as an adaptation analyst for County of Fresno Safety Element update and Climate Vulnerability Assessment, St Helena Safety Element update and Climate Vulnerability Assessment, and City of Calabasas Safety Element update.

EDUCATION

BA, Environmental Science, Sustainability, Willamette University

SELECT PROJECT EXPERIENCE

Sustainability Planner, County of Fresno - General Plan Update, Fresno County, California (2/2022 – present)

Ms. Collar is serving as a sustainability planner for the Fresno County Safety Element Update and Climate Vulnerability Assessment. Ms. Collar is assessing localized climate impacts, sensitive assets and populations to those climate impacts, and the County’s adaptive capacity based on current policies and programs. She is leading the development of locally specific climate adaptation strategies.

Sustainability Planner, City of St Helena – Safety Element and Climate Vulnerability Assessment, St. Helena California (1/2022 – present)

Ms. Collar is the sustainability planner responsible for the development of the St Helena Climate Vulnerability Assessment and the Safety Element Update. She is preparing sections on localized climate impacts, sensitive populations and assets to those climate impacts, and the City’s adaptive capacity based on current policies and programs. She is also preparing the City’s Safety Element update.

Sustainability Planner, City of Calabasas – Safety Element Update, Calabasas, California (1/2022 – present)

Ms. Collar is serving as a sustainability planner for the City of Calabasas’s Safety Element Update. She is assisting with the development of policies and technical content specifically on wildfire and evacuation.

Environmental Planner, Pajaro/Sunny Mesa Community Services District – Local Hazard Mitigation Plan, Monterey, County California (12/2021 – present)

Ms. Collar is the environmental planner responsible for the development of the Pajaro/Sunny Mesa Community Services District’s Local Hazard Mitigation Plan. She is preparing sections on hazard identification, vulnerabilities, and mitigation strategies. She is also assisting with community engagement and public outreach for the project.





Lilly Rudolph, MPA, AICP

Senior Program Manager

Ms. Rudolph is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Ms. Rudolph has developed a broad background of experience ranging from preparing long range planning documents to overseeing civic engagement and outreach strategies. She has processed a range of development applications for cities and counties and has prepared land use-specific ordinances and is experienced in the preparation of nonprofit-funded grant applications and grant management.

EDUCATION

MPA, Baruch College, City University of New York

BA, International Relations, University of California, Davis

CERTIFICATIONS/REGISTRATIONS

American Planning Association, American Institute of Certified Planners (no. 023166)

AFFILIATIONS

Central Coast Section of the California Chapter of the American Planning Association Board member (2011 – 2018, 2020 – present)

2019 American Planning Association California Chapter Conference Mobile Workshop Chair

Leadership Ventura (2013-2014)

SELECT PROJECT EXPERIENCE

City of Ventura Victoria Corridor Development Code Ordinance Amendment

Ms. Rudolph was the project manager for the Victoria Avenue Corridor Plan and Development Code. She wrote smart growth policy language and prepared a form-based development code to implement the City’s vision to transform the corridor into a pedestrian-friendly, mixed-use thoroughfare. Ms. Rudolph managed the preparation of a Mitigated negative declaration and presented the project to the Design Review Committee, Planning Commission, and City Council.

City of Ventura Abandoned Shopping Cart Ordinance

Ms. Rudolph, as part of the City of Ventura’s Safe and Clean Public Places Initiative, prepared an abandoned shopping cart ordinance to curb the theft, unauthorized use and abandonment of shopping carts that results in blighted neighborhoods and public places. The project involved the preparation of a negative declaration and presentations to the Planning Commission and City Council.

City of Ventura Noise Ordinance Amendment

Ms. Rudolph was the project manager to facilitate entitlements for a summer concert series at Ventura City Hall in an area abutting a hillside residential neighborhood. The effort involved an amendment to the City’s noise ordinance to exceed noise thresholds during concert events. The project involved the preparation of a mitigated negative declaration.

City of Ventura Grants Program Coordinator

Ms. Rudolph developed and managed a citywide grants program for the City of Ventura. This effort involved coordinating with all City departments to track grant opportunities, deadlines, and application requirements to maximize potential funding that could be allocated to various City needs.

Planning and Conservation League Foundation Research and Fundraising Assistant

Ms. Rudolph prepared dozens of grant applications for a wide range of environmental initiatives. She tracked grant funding opportunities and application deadlines and requirements and prepared and submitted grant applications, including project scopes, budgets, and deliverables to grantor organizations.





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213.634.3790
climateresolve.org

Jonathan Parfrey
Executive Director

Leading Climate Resolve with strategic direction and intimate familiarity with California, climate, and social change.

SELECTED WORK EXPERIENCE

Climate Resolve; Los Angeles, CA
Executive Director; 2011 – present

Los Angeles Water & Power (LADWP) Board of Commissioners; Los Angeles, CA
Commissioner; 2008-2013

GREEN LA Coalition and Institute; Los Angeles, CA
Executive Director; 2007-2011

Physicians for Social Responsibility; Los Angeles, CA
Executive Director; 1994-2007

FOUNDING MEMBERSHIPS

Alliance of Regional Collaboratives for Climate Action (ARCCA); Co-founder; 2010 – present

Los Angeles Regional Collaborative for Climate Action & Sustainability (LARC); Co-founder; 2008 – present

COMMITTEE MEMBERSHIPS

State of California Climate Adaptation Technical Advisory Group to implement executive order B-30-15; Member; 2016

US Climate and Health Alliance steering committee; Member; Los Angeles, CA; 2016

CicLAvia Board of Directors; Member; Los Angeles, CA; 2008 – present

Los Angeles League of Conservation Voters; President 2010 – 2013; Los Angeles, CA; Member 2005 – present

City of Los Angeles Advisory Committee on the LAX North Runway; Member; Los Angeles, CA; 2007 – 2011

Vision Los Angeles Advisory Committee; Member; Los Angeles, CA; 2009 – 2011



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Santa Susana Field Laboratory, US EPA Interagency Workgroup; Member; Los Angeles, CA; 1999 – 2008

Los Angeles Environmental Executives Roundtable; Co-Chair; Los Angeles, CA; 1996 – 2006

Governor Arnold Schwarzenegger, Environmental Policy Transition Team; Member; Los Angeles, CA; 2003

Governor Gray Davis, Advisory Committee on Radioactive Waste Disposal; Member; Los Angeles, CA; 2000 – 2001

ACADEMIC POSITIONS

Los Angeles Institute for the Humanities; Fellow; Los Angeles, CA; 2014 – present

USC Marshall School of Business; Senior Fellow; Los Angeles, CA; 2011 – present

UCLA Institute of the Environment and Sustainability; Visiting Lecturer; Los Angeles, CA; 2012 – 2013

AWARDS

Los Angeles County Board of Supervisors Chair's Green Leadership Award; 2016

United Nations Association, Southern California, Global Citizen Award; 2016

Durfee Foundation Stanton Fellowship; 2009 – 2011

Durfee Foundation Sabbatical Fellowship; 2002

Paul S. Delp Award; 1992

EDUCATION

BA, History; University of California, Berkeley; 1980

SELECTED PROJECT EXPERIENCE

State of California Climate Adaptation Technical Advisory Group to Implement Executive Order B-30-15. Developed guidelines for implementation of a greenhouse gas reduction target of 40 percent below 1990 levels by 2030.

LA in Sync. Project lead on developing cap and trade-funded mitigation and adaptation projects for Los Angeles and Southern California, in partnership with the Annenberg Foundation.



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EnviroMetro. Climate Resolve leads a coalition of over 60 organizations advocating for sustainable transit priorities in Los Angeles through communications and outreach to the public and to the Metro board of directors as well as legislative advocacy and review of emissions guidelines and projections. Work funded by the Resources Legacy Fund, the David Bohnett Foundation, and WildSpaces.

Southern California Association of Governments – Affordable Housing, Sustainable Communities. Conduct outreach to city governments, affordable housing developers, and communities on the availability of state funds for transit-proximal and sustainable affordable housing development. Provide technical assistance to developers in order to maximize sustainable & affordable development funding in Southern California.

California's Fourth Climate Assessment. Conducted an overview of the efficacy of California's past climate adaptation policies, and developed guidelines on future adaptation action for the State.

Climate Change in Los Angeles Communications Partnership with KCET. A partnership between Climate Resolve and local PBS affiliate KCET to disseminate climate information in Southern California. Focus on using the platform of KCET's broad audience to make scientific information and actionable items accessible and relevant. Worked directly with researchers and universities to coordinate public release of climate studies on the site.



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Gabriel Varela

Associate Director, Outreach Programs

Experienced outreach and community liaison working closely with local communities. Providing grassroots educational opportunities on local issues and continuing to advocate for access to local resources on behalf of the communities he grew up in. Focusing on relationship building by sharing his lived experience as a native Angeleno and learning from the stories of those communities he works with.

EDUCATION

BA, History and Chicano Studies; Cal State Long Beach; Long Beach, CA

MA, History and Chicano Studies; Cal State Long Beach; Long Beach, CA

SELECTED WORK EXPERIENCE

Climate Resolve; Los Angeles, CA

Associate Director, Outreach Programs; October 2018 – present

- Conduct education and outreach to local neighborhood councils, faith groups, and student groups on behalf of a variety of project funders
- Educate communities on the changing temperatures of Los Angeles, specifically extreme heat day increases and the repercussions on health, water supply, energy demand, air quality, and more
- Present available solutions in the Los Angeles region by honing in on cool roofs, cool streets, and energy efficiency/ water conservation options offered by LADWP and other

Grid Alternatives; Los Angeles, CA

Outreach Coordinator & Manager

- Led implementation efforts to engage with low-income communities to promote jobs in the renewable energy industry and the adoption of solar energy systems through through the Single-family Affordable Housing Program and the Greenhouse Gas Reduction Fund
- Conducted outreach and education efforts to assist, educate, inform, and engage local section-8 eligible tenants regarding their rights, responsibilities, and options.
- Focused on educating tenants living in properties that were at risk of losing affordability protections.

Community Education for Social Action; Los Angeles, CA

Outreach Educator

- Working out of the International Institute of Los Angeles, led grassroots efforts to educate the local community on a variety of issues directly affecting local neighborhoods including transportation, health disparities, pollution, green spaces, etc.
- Helped initiate a local garden project providing community members with an opportunity to practice gardening as a solution to local food desert issues.

CHRIS DEVLIN
Senior Engineer Planner



Mr. Devlin has served as a Senior Engineer Planner of Iteris' Consulting Solutions since 2013. He has 31 years of experience in transportation planning and has managed and participated in a wide variety of transportation studies. These include travel demand forecasting studies, travel surveys, traffic impact studies, parking studies, and corridor studies. Mr. Devlin is an experienced travel demand forecaster having developed and worked on over twenty different traffic models throughout the world. He is proficient in several modeling packages including TransCAD, Cube and emme2in . He has developed model outputs to support the economic, financial and environmental analysis of major highway, transit and aviation projects and well as VMT statistics for SB 743. Mr. Devlin is also proficient in the use of Geographic Information Systems (GIS) for problem-solving, analysis, and presentation of results. He has designed and run GIS training courses specifically for Transportation Planners, including the design and coding of GIS utilities and scripts. Mr. Devlin has also performed several large-scale transportation surveys from the survey design stage, through implementation, data cleaning, database population, and reporting.

EDUCATION

MSc, Transportation Planning and Engineering, University of Leeds, UK, 1991

BA, Economics, Durham University, UK, 1987

YEARS OF EXPERIENCE

With Iteris: **11** Total: **33**

CORE DISCIPLINES

- Transportation Planning & Analysis
- Travel Demand Forecasting
- Geographic Information Systems
- Transportation Surveys
- Traffic Asset Management Systems

AFFILIATIONS

- Institute of Transportation Engineers (ITE)
- Orange County Traffic Engineering Counsel (OCTEC)

Project Experience

[City of Irvine, North Irvine Transportation Mitigation – Five-Year Update. Project Manager.](#) Mr. Devlin is currently performing the five-year update to the North Irvine Transportation Mitigation (NITM) Traffic Study. The project involves assessment of previously identified improvements at intersections, arterials and freeway mainlines and ramps in North Irvine, to ascertain if they will still be needed. The cost estimates for the each NITM improvement is being updated along with the impact fees that are required to be paid by new development. The project began n February 2021 and will conclude in late 2022.

[City of Irvine, Irvine Business Complex Traffic Study Update. Project Manager.](#) Mr. Devlin led the traffic analysis and mitigation development for the Irvine Business Complex (IBC) Traffic Study Update. The study looked at over 200 intersections and arterial segments in the City of Irvine and adjacent jurisdictions as well as 60 freeway segments and over 100 freeway ramps. Updates to land uses, traffic counts and highway network improvements were included as part of the study. Traffic impacts associated with the Vision Plan were identified and a series of potential mitigation measures were identified. The project began in February 2018 and concluded in January 2020.

[Senate Bill 73 \(SB 743\) Implementations – Cities of Irvine, Glendora, Laguna Niguel, and Seal Beach, CA](#) Mr. Devlin assisted several jurisdictions with the implementation of SB 743, a law that involves transitioning away from Level of Service (LOS) to the use of Vehicle Miles Travelled (VMT) for assessing transportation impacts. In this role, Mr. Devlin supported City staff from both a technical and policy standpoint including presenting at public meetings and stakeholder outreach events. The projects started in June 2019 and were completed in 2020.



CHRIS DEVLIN

Senior Engineer Planner



[Carson Neighborhood Mobility Plan, Southern California Association of Governments \(SCAG\) – Carson, CA](#)

Mr. Devlin was part of a multidisciplinary team under contract with SCAG, assisting the development of the City of Carson's Neighborhood Mobility Plan. Using performance measures derived from the 2016 Regional Transportation Plan/Sustainable Communities Strategy, scenarios of neighborhood mobility improvements such as bike share, bicycle paths, NEV lanes, and pedestrian improvements and land use changes were modeled to demonstrate their changes to forecasted travel patterns. The project team coordinated with the City's General Plan Update effort to ensure consistency with the scenario and citywide planning. The project started in July 2018 and completed in June 2019.

[Climate Action Plan Vehicle Miles Traveled \(VMT\) Analysis – Various Cities](#)

Mr. Devlin served as a Task Lead for VMT analysis for the Climate Action Plans of the City of Irvine, and the Cities of Los Angeles, La Canada Flintridge, Industry, and South Pasadena. As part of the Greenhouse Gas (GHG) inventory for on-road transportation, the VMT of trips originating or destined for the jurisdictions was calculated using the regional travel demand model, with additional off-model, local street estimates. To estimate the ability to reduce VMT, city policies related to transportation were reviewed and Mr. Devlin worked with the Cities to develop strategies to further reduce GHG emissions from transportation sources by assessing and quantifying the GHG reduction potential of various policies, projects, and programs.

[South Orange County MPAH Amendments/Los Patrones Parkway Extension – County of Orange](#)

Mr. Devlin used the OCTAM traffic model to develop traffic forecasts to analyze five MPAH amendments in South Orange County including the proposed Los Patrones Parkway extension from Cow Camp Road to Avenida La Pata. Mr. Devlin revised OCTAM's TAZ structure, land use and networks to account for proposed new development in Rancho Mission Viejo. The study also analyzed the potential removal of four other Masterplan of Arterial Highway (MPAH) improvements in the area with and without the potential widening of Ortega Highway. Level of service analysis was performed using both Intersection Capacity Utilization (ICU) methodology and Highway Capacity Manual (HCM) for Caltrans

locations. Synchro analysis of potential roundabout locations was performed and VMT calculated for CEQA requirements. As part of this project the team developed a spreadsheet-based ICU worksheet for the County to replace an obsolete computer program. The project started in June 2020 and was completed in December 2020.

[On-Call Transportation Engineering Services – City of Buena Park, CA](#)

Mr. Devlin served as part of the Iteris team acting as On-Call Transportation Engineer for the City of Buena Park. He supported City Staff with completion of transportation engineering functions within the City's Public Works Department. Mr. Devlin periodically worked on-site at City Hall, providing as-needed services to support City services in the Public Works, Planning, and Police Departments. He supported the review of new development plans, the completion of new traffic signal installations or signal upgrades, and the response to citizen inquiries regarding traffic flow and safety conditions. Mr. Devlin's involvement was from January 2018 through January 2019.

[I-405 Design-Build Improvement Project, Orange County Transportation Authority \(OCTA\) – Orange County, CA](#)

Mr. Devlin serves as a Transportation Planner as part of a multidisciplinary design and construction team on this \$1.2 billion dollar design build project in Orange County California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Mr. Devlin is providing review of the TMP and MOT components. The TMP includes detour routes and supporting traffic analysis for partial or complete closures for 17 arterial overcrossings and over 35 freeway ramps. The project began in February 2017 and is ongoing.

SEAN T. DALY, AICP, PTP
Senior Planner



Mr. Daly is a Senior Planner for Iteris' Consulting Solutions. He has 22 years of public sector and professional consulting experience in transportation planning and has been with Iteris since 2006. Sean's approach to planning puts people first to ensure access and connectivity rather than barriers and isolation. He is supported by Iteris' focus on to bring professional planning services to his clients through a broad array of knowledge, expertise and experience.

Previous to Iteris, Sean was the Transportation Improvement Program Manager at the Boston Metropolitan Planning Organization (MPO). He is the Membership Officer for the American Planning Association (APA) Louisiana Chapter, and previously served on the National Planning Conference Committee as the Mobile Workshop Chair for the 2018 National Planning Conference in New Orleans. He is the past Chair of the ASCE Louisiana Transportation and Development Institute, and currently serves on the St. Tammany Parish Board of Zoning Adjustment.

EDUCATION

MCP, City Planning, University of Pennsylvania, 2002

BA, Geography, University of California, Los Angeles, Minor in Public Policy, 1998

YEARS OF EXPERIENCE

With Iteris: **18** Total: **24**

REGISTRATIONS & CERTIFICATIONS

American Institute of Certified Planners (AICP)
AICP #021297

Professional Transportation Planner (PTP)
PTP #23

Transportation Worker Identification Credential (TWIC®)
TWIC #1107253

CORE DISCIPLINES

Transportation Planning
Traffic Engineering & Operations
Goods Movement

AFFILIATIONS

American Planning Association (APA)
American Society of Civil Engineers (ASCE)

Project Experience

Freight Corridors Study, Ventura County Transportation Commission – Ventura County, CA

Sean was the Project Manager for the Ventura County Freight Corridors Study, a partnership between the Ventura County Transportation Commission, the Port of Hueneme, Caltrans and the Southern California Association of Governments to identify and prioritize the most significant freight corridors for safer, more efficient, and sustainable freight connections. The team worked with community and industry groups and the general public to refine the objectives, focus analysis efforts, and develop solutions with the greatest benefit to both the County's economic competitiveness and environmental health to establish a more thorough understanding of the highway and rail freight corridors in Ventura County, along with key related local roads, and use the knowledge to inform future planning and investment decisions. The project began in 2019 and completed in fall 2021.

Valley Boulevard Multimodal Transportation Improvement Project – Los Angeles, CA

Mr. Daly is the Iteris project manager and traffic analysis lead for the Valley Boulevard Multi-Modal Transportation Improvement Project which envisions transformative corridor improvements for all modes of transportation, including auto, bus, bicycle and pedestrian activities along the corridor. With this project, City of Los Angeles Bureau of Engineering, in partnership with City Council District 14, aims to improve transit service, connectivity and ridership as well as increase safe access for travelers to employment centers, educational facilities, healthcare facilities, parks and recreational centers in the area. The development of existing conditions, conceptual alternatives, and alternatives analysis are part of this phase of the project. The project started in Fall 2020 and is ongoing.



SEAN T. DALY, AICP, PTP

Senior Planner



Neighborhood Mobility Plan – City of Carson, CA

Mr. Daly was the transportation task lead for the Carson Neighborhood Mobility Plan to increase density at key neighborhood nodes along with coordinated active transportation improvements to improve non-auto access to everyday needs. Mr. Daly developed a process to analyze the isolated VMT reduction of NMA transportation improvements. Overall, there were eight separate calculations of the VMT reduction analysis of NMA improvements. Five calculated the change in infrastructure supporting walking and biking and three calculated localized neighborhood trip-making due to changes in neighborhood land use. Overall, the analysis forecasted an approximately two percent reduction in daily VMT through shifts to active and other non-automobile modes of transportation, particularly for short trips. The project began in July 2018 and completed in July 2019.

Last-Mile Freight Delivery Study – City of Los Angeles, CA

Mr. Daly was the project manager for a multidisciplinary team studying issues of last-mile freight. In an era of Complete Streets planning, accommodation of delivery is often left out of the discussion and process—despite the fact that every active land use receives deliveries on a daily basis. The study provided delivery strategies in areas of limited street space based on the issues encountered in street typologies across the City of Los Angeles. The process was guided by a Project Advisory Committee composed of government and industry stakeholders who reviewed the technical analysis of GIS data, case study location information, field data collection and surveys of local stakeholders. The product of the effort was a strategy toolbox to address issues of last mile freight delivery to enhance both goods movement and broader community goals. The study was completed in 2019.

Compton Boulevard Complete Streets Planning and KBK Site Traffic Impact Analysis – City of Compton, CA

Mr. Daly served as the CEQA transportation analyst and QA/QC for the Compton Boulevard Complete Streets Planning and KBK Site Traffic Impact Analysis. Transportation analysis of the projects located near the Compton A (Blue) Line station in Compton included multimodal assessment of the proposed projects. The project included a reimagining of

Compton Boulevard, with conceptual design of protected bike lanes, curb extensions, and mid-block crossings. The project began in June 2020 and completed in February 2021.

Street Closure and Lane Reduction Feasibility Study – South Pasadena, CA

Mr. Daly is the Project Manager for a study of the feasibility analyzing the potential impacts associated with the closure of Meridian Avenue between Mission Street and El Centro Avenue, and the removal of one travel lane in each direction on Mission Street between Orange Grove Avenue and Fair Oaks Avenue. The results of the traffic study will be used to guide policy decisions on options to support economic activity such as outdoor dining and vending and support the implementation of the Downtown Specific Plan. The project began and was completed in fall 2021.

Local Roadway Safety Plan – San Ramon, CA

Sean is the safety analysis and countermeasure development lead for the Local Roadway Safety Plan for the City of San Ramon. The LRSP provides analysis to proactively address safety needs and challenges in a systemic approach to identify a prioritized list of improvements and actions based on cost-effective safety countermeasures. The LRSP will position the City to apply for state funding through the Caltrans Highway Safety Improvement Program (HSIP) calls-for-projects cycles.

South Bay Measure R Highway Program, South Bay Cities Council of Governments (SBCCOG) – Los Angeles County, CA

Mr. Daly was instrumental in developing the South Bay Measure R Highway Program Implementation Plan which outlines the ongoing process of allocating \$900 million in Measure R sales tax revenue to improve highway operations over a 30-year period in the South Bay area of Los Angeles County. This included a process to identify and evaluate eligible projects, estimate cost and schedule, and enable a consensus-driven decision making process to allocate funding. In the second phase of this project, Iteris performed a program management role, conducting updates to the Implementation Plan, assessing system performance, establishing a nexus of non-highway projects to the highway system operations, and annual budget requests for project funding, monitoring individual project progress and making recommendations for project corrections if one is delayed. The project completed in 2017.



R. Paul Herman

CEO, Founder, Chief Investment Officer

Mr. Herman is experienced in designing strategies to fund and finance municipalities and climate action projects for investors and issuers. Climate action funding can both reduce green-house gas emissions (GHGs) and can generate a positive return on investment (ROI).

Herman founded HIP (Human Impact + Profit) Investor in 2006 to serve investors seeking to build a better world via their portfolios and capital allocations. HIP rates more than 130,000 investments, including 120,000 Muni Bond Issuers and Impact Entities (Cities, Counties, States, Energy + Water Utilities, Transportation Districts, Housing Agencies, Hospitals, Universities + Community Colleges, School Districts, and Sovereigns). The HIP Ratings quantify the health, wealth, earth, equality, and trust of issuers based on actual performance metrics. HIP's clients include several of the top 10 investment managers in muni bonds, as well as in climate action.

EDUCATION

B.Sci., Finance and Entrepreneurship, The Wharton School at the University of Pennsylvania (Philadelphia PA)

CERTIFICATIONS/ ACCREDITATIONS

Series 65 Investment Advisor
Fundamentals of Sustainability Accounting (FSA) Credential I

YEARS OF EXPERIENCE

31

AFFILIATIONS

Sustainability Accounting Standards Board (SASB.org), Advisor

Financial Technical Advisory Committee, Mayor's Council on Climate Change, joint group among Cities of Sacramento CA and West Sacramento CA

PUBLICATIONS

The HIP Investor: Make Bigger Profits by Building a Bigger World (Wiley, 2010), author

The Global Handbook of Impact Investing (Wiley, 2020), co-editor

SELECT PROJECT EXPERIENCE

Project Manager, CDP – Social Equity and Project Finance, Matchmaker Sustainable Infrastructure Project. Herman, HIP team and social equity leaders developed project profiles, financing menus, webinars, and contributed to the Making Climate Infrastructure Equitable Toolkit and Workbook. Resources were informed by work with a cohort of 30 CDP Matchmaker cities funding the next wave of equitable climate action and can be used by local governments pursuing social equity in infrastructure, funding and financing sustainability projects.

Project Consultant, and co-Author, Climate Risks and Opportunities in the Great Lakes Region: Leveraging Green Infrastructure as a Resilience Measure for Stormwater Infrastructure. Herman and Resilient Infrastructure Sustainable Communities (RISC) team co-authored this regional review analyzing four pillars county by county - climate risks, social vulnerability, workforce agility, and fiscal affordability. This research identifies which communities can become more resilient, and more ready for investors, sooner rather than later, and how to prioritize high impact climate action.

Project Director, and co-Author, Urban Sustainability Directors Network (USDN) – Financing Sustainable Cities Scan and Toolkit. Herman and the HIP team co-authored this action-oriented "how-to toolkit" for cities to source implementable and emerging funding mechanisms that can support cities striving towards bold climate action and sustainability. Participating cities included Palo Alto CA, Oakland CA, Berkeley CA, Vancouver BC, Phoenix AZ, Ithaca NY, Ann Arbor MI, and Milwaukee WI.

Project Director, and co-Author, Urban Sustainability Directors Network (USDN) – Funding and Financing Climate Action. Herman and the HIP team identified key pathways cities to investments and partnerships for resourcing Climate Action Plans to mitigate climate change consequences and enhance community resilience.

Project Director, and co-Author, Cities of Oakland CA, Fremont CA, San Luis Obispo CA, Bend OR, Columbia MO, and Anchorage AK – Funding and Financing Climate Action Maps. Each map is a customized, detailed approach, like a road map, to decide where to prioritize and allocate to climate action based on available resources, whether financial or partnerships or both. Cities can (1) select a climate action, (2) weigh the array of options for funding and financing, synthesizing into that equation their unique

political environment and financial resources, and (3) validate those high-potential options with case studies and partner possibilities. Herman and the HIP team have worked directly with the cities listed above to incorporate funding and financing pathways from Climate Action Maps into each of their specific Climate Action Plans.

Climate Finance Strategist. Cities of Livermore CA, Chico CA, and County of Santa Clara CA. Herman and the HIP team are building actionable climate action funding approaches into each of the cities' climate action plans.



Nick Gower

Senior Vice President - Municipal Analytics, Client Services

Mr. Gower has experience designing strategies to fund and finance municipalities and climate action plans (CAPs) from both the investor and the project-development perspectives. These strategies can both finance equitable progress and results towards climate action goals, as well as opportunities for innovative investment and partnerships to achieve greenhouse gas (GHG) reductions and potential financial return on investment.

In 2012, Mr. Gower launched HIP Investor (HIP)'s data-driven municipal sustainability and impact ratings and has continued to grow and evolve them over the past eight years. HIP now rates over 120,000 Issuers and Impact Entities (cities, counties, states, energy + water utilities, transportation districts, housing agencies, hospitals, universities + community colleges, school districts, and sovereigns) and has led teams in reviewing more than 40,000 issuances, including "green bonds."

EDUCATION

BA, Economics and Psychology,
University of North Carolina,
Chapel Hill

CERTIFICATIONS/ ACCREDITATIONS

Fundamentals of Sustainability
Accounting (FSA) Credential I

IDEO Human Centered Design
for Social Innovation

Acumen's Lean Principles for
Social Impact

YEARS OF EXPERIENCE

11

SELECT PROJECT EXPERIENCE

Project Manager, CDP – Social Equity and Project Finance, Matchmaker Sustainable Infrastructure Project.

Gower, HIP team and social equity leaders developed project profiles, financing menus, webinars, and contributed to the Making Climate Infrastructure Equitable Toolkit and Workbook. Resources were informed by work with a cohort of 30 CDP Matchmaker cities funding the next wave of equitable climate action and can be used by local governments pursuing social equity in infrastructure, funding and financing sustainability projects.

Project Consultant, and co-Author, Climate Risks and Opportunities in the Great Lakes Region: Leveraging Green Infrastructure as a Resilience Measure for Stormwater Infrastructure.

Gower and Resilient Infrastructure Sustainable Communities (RISC) team co-authored this regional review analyzing four pillars county by county - climate risks, social vulnerability, workforce agility, and fiscal affordability. This research identifies which communities can become more resilient, and more ready for investors, sooner rather than later, and how to prioritize high impact climate action.

Project Manager, and co-Author, Urban Sustainability Directors Network (USDN) – Financing Sustainable Cities Scan and Toolkit.

Gower and the HIP team co-authored this action-oriented "how-to toolkit" for cities to source implementable and emerging funding mechanisms that can support cities striving towards bold climate action and sustainability. Participating cities included *Palo Alto CA, Oakland CA, Berkeley CA, Vancouver BC, Phoenix AZ, Ithaca NY, Ann Arbor MI, and Milwaukee WI.*

Project Manager, and co-Author, Urban Sustainability Directors Network (USDN) – Funding and Financing Climate Action.

Gower and the HIP team identified key pathways cities to investments and partnerships for resourcing Climate Action Plans to mitigate climate change consequences and enhance community resilience.

Project Manager, and co-Author, Cities of Oakland CA, Fremont CA, San Luis Obispo CA, Bend OR, Columbia MO, and Anchorage AK – Funding and Financing

Climate Action Maps. Each map is a customized, detailed approach, like a road map, to decide where to prioritize and allocate to climate action based on available resources, whether financial or partnerships or both. Cities can (1) select a climate action, (2) weigh the array of options for funding and financing, synthesizing into that equation their unique political environment and financial resources, and (3) validate those high-potential options with case studies and partner possibilities. Gower and the HIP team have worked directly with the cities listed above to incorporate funding and financing pathways from Climate Action Maps into each of their specific Climate Action Plans.

Climate Finance Strategist. Cities of Livermore CA, Chico CA, and County of Santa Clara CA. Gower and the HIP team are building actionable climate action funding approaches into each of the cities' climate action plans.

JULIANO CALIL Ph.D.

Santa Cruz, CA, 95060
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WORK AND LEADERSHIP EXPERIENCE

Co-Founder and Senior Scientist at Virtual Planet Technologies, Santa Cruz, CA, August 2018 – Present.

- Developing and Deploying immersive solutions to support climate outreach. Supporting multiple projects at various coastal and inland locations including: Turner Station, MD, Santa Cruz, Monterey, Long Beach, Huntington Beach, Santa Barbara, and Paradise in CA. More at VirtualPlanet.tech

Adjunct Professor, Middlebury Institute of International Studies at Monterey, CA, August 2017 – Present.

Courses include: Sustainable Coastal Management, and Research Strategies for Environmental Policy

- Adjunct Professor in the International Environmental Policy (IEP) master's degree program, in the Oceans and Coastal Resources Management (OCRM) concentration.

Senior Research Fellow, Center for the Blue Economy, Monterey, CA, August 2017 – Present.

- *Climate Change Vulnerabilities in the Coastal Mid-Atlantic Region*

Senior Scientist & Subject Matter Expert Advisor in California, February 2015 – Present.

- *City of Santa Cruz, Climate Adaptation Plan Update. Santa Cruz, CA, April 2017 – 2018.*
- *City of Imperial Beach, Sea Level Rise Assessment. Santa Cruz, CA, February 2015 – September 2016.*

Independent researcher supporting various projects for The Nature Conservancy, June 2011 – June 2015.

Focused on Coastal Adaptation, Hazard Mitigation and Climate Change Impacts

- 'Economic Impacts of Climate Adaptation Strategies for Southern Monterey Bay' report.
- Developed a Beach Ecology Index covering the biotic and physical environment, and human impacts (2015).
- Supported a cost/benefit analysis of 'engineered' versus 'nature-based' defenses to mitigate coastal flooding related to climate change at the Gulf Coast of the U.S. (2012 to 2013).
- Developed a multi-criteria spatial analysis model to identify and prioritize areas where coastal floods intersect with natural habitats in California. Reviewed hazard mitigation grants and policies; Presented results at the California Emergency Management Agency (Cal EMA) (2011 to 2012).
- Graduate Student Fellow (Summer of 2011).

VIP Consulting (formerly MyITgroup), Los Angeles, CA, September 2003 – January 2011

Program Manager / Data Warehouse (DW) and Business Intelligence (BI) Solutions Architect

PriceWaterhouseCoopers LLC, Boston, MA, December 2000 – September 2003

Principal Consultant – Data Warehouse Practice

Panex Consulting, Houston, TX, May 2000 – December 2000

Lead Data Warehousing Consultant at Compaq Computer Corporation (now HP).

SAP Brasil, São Paulo, Brazil, September 1998 – May 2000

Senior data warehousing consultant responsible for all aspects of the first SAP-BW project in South America.

EDUCATION

Doctor of Philosophy (Ph.D.) in Ocean Sciences / Coastal Adaptation | March 2017

University of California, Santa Cruz (UCSC), Ocean Sciences Department

Dissertation: Multidisciplinary approaches to Coastal Adaptation.

Continued

EDUCATION ctd.

Master of Environmental Science and Management (MESM), Climate and Energy focus | March 2012*University of California at Santa Barbara, Bren School of Environmental Science & Management***Thesis:** The Effects of Climate Change on the Production Costs of the Dairy Industry in the U.S.**Bachelor of Business Administration (BBA)** | December 1997*Fundação Armando Álvares Penteado – São Paulo, Brazil***Final Thesis:** Business Plan for an internet cafe in São Paulo, Brazil (completed with Honors).**SELECTED PUBLICATIONS**

- **Calil, J.**, Gutiérrez-Graudiņš, M., Munguia, S., Chin, C. UN Environment (2021) "Neglected: Environmental justice impacts of plastic pollution" United Nations Environment Programme (UNEP), Nairobi. (in press).
- **Calil, J.**; Fauville, G.; Queiroz, A.C.M.; Leo, K.L.; Mann, A.N.; Wise-West, T.; Salvatore, P.; Bailenson, J.N. (2021) "Using Virtual Reality in Sea Level Rise Planning and Community Engagement" *Water* 2021 (in review).
- Colgan, C.S., **Calil J.**, Kite-Powel, H., Jin, D., Hoagland, P. (2018) "Climate Change Vulnerabilities in the Coastal Mid-Atlantic Region". Mid-Atlantic Regional Council on the Ocean (MARCO). <http://midatlanticocean.org/report-assesses-mid-atlantic-coasts-economic-vulnerability-to-climate-change/>
- Reguero B.G., Beck M.W., Bresch D.N., **Calil J.**, Meliane I. (2018) "Comparing the cost effectiveness of nature-based and coastal adaptation: A case study from the Gulf Coast of the United States" *PLOS ONE* 13(4): e0192132. <https://doi.org/10.1371/journal.pone.0192132>
- **Calil, J.**, Rueda, A., Reguero, B., Losada, I. J., Mendez, F. J. (2017) "Comparative Coastal Risk Index (CCRI): A multidisciplinary risk index for Latin America and the Caribbean", *PLOS ONE* (In press).
- **Calil, J.**, Newkirk S. (2017) "Aligning Natural Resource Conservation, Flood Hazard Mitigation, and Social Vulnerability Remediation in Florida," *Journal of Ocean and Coastal Economics*: Vol. 4: Iss. 1, Article 4. DOI: <https://doi.org/10.15351/2373-8456.1074>
- **Calil, J.**, Beck M.W., Gleason M., Merrifield M., Klausmeyer K., Newkirk S. (2015) "Aligning Natural Resource Conservation and Flood Hazard Mitigation in California" *PLOS ONE* 10(7): doi:10.1371/journal.pone.0132651.
- **Calil, J.**, Silvester, A., Stelzl, K., & Wissel-Tyson, C. (2012). "The Effects of Climate Change on the Production Costs of the Dairy Industry in the United States". Master's thesis available at: <https://goo.gl/4KilKJ>

AWARDS, FELLOWSHIPS, and HONORS

- UCSC's Chancellor's Graduate Teaching Fellows program, 2016. "Multidisciplinary Approaches to Coastal Climate Adaptation" course offered to graduate and undergraduate students; winter 2016.
- Alumni Association Award for best talk at UCSC's Graduate Research Symposium; 2016.
- Ocean Sciences Outstanding Student Award; UCSC, 2015; Qualifying Exam with Honors; UCSC, 2014.
- Cota Robles Fellowship; for potential to become excellent faculty or researcher in institutions of higher education and foster diversity in graduate education (2012 – 2017); \$72,000.
- Student Research and Education Award; Friends of the Long Marine Lab; (2014 – 2015); \$1,000.
- Fundação Armando Álvares Penteado, undergraduate scholarship (1996– 1997); \$2,000; Completed undergraduate end of course paper with honors; FAAP, 1997.

Appendix B

Standard Fee Schedules

Rincon – Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$280
Director I	\$280
Senior Supervisor II	\$245
Supervisor I	\$228
Senior Professional II	\$212
Senior Professional I	\$197
Professional IV	\$174
Professional III	\$161
Professional II	\$145
Professional I	\$128
Associate III	\$117
Associate II	\$102
Associate I	\$95
Senior GIS Specialist	\$160
GIS/CADD Specialist II	\$140
GIS/CADD Specialist I	\$125
Technical Editor	\$130
Project Accountant	\$110
Billing Specialist	\$95
Publishing Specialist	\$110
Clerical	\$95

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Rincon – Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.36 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.20 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-Road Vehicles*	\$140/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Subconsultants – Standard Fee Schedule

Personnel	Hourly Rate
Climate Resolve	
Project Manager	\$176.81
Engagement Lead	\$111.10
Engagement Planner II	\$83.06
Engagement Planner I	\$89.92
Project Assistant	\$71.21
Iteris, Inc.	
Senior Transportation Lead	\$230
Transportation Analyst	\$150
HIP Investors	
Funding and Financing Lead	\$200
Funding and Financing Analyst	\$200
Virtual Planet Technologies, LLC	
Virtual Reality Project Lead	\$140
3D Modeler/Environmental Artist	\$75

1 Project Scope and Cost

Scope of Work

Phase 2

Phase 2 will build from the work completed as part of Phase 1 and includes development of an emissions forecast and GHG emissions reduction targets, community outreach and engagement, development of GHG emissions reductions and climate adaptation and resilience measures, development of a draft and final CARP, update to the Open Space, Conservation, Parks and Recreation, and Mobility Elements, and preparation of a California Environmental Quality Act (CEQA) document.

Task 1 Project Meetings and Management

This task includes completion of kick-off meetings and regular project check-in meetings, as well as Rincon's proposed approach to quality control, communication, and project status reports. This task corresponds to the OPR-funded portions of Phase 2. See Task 7 for CEQA related project management scope.

Task 1.1 Project Kickoff

Immediately upon notice to proceed, Rincon will meet with the City's Project Team to kick off the project and discuss project goals and objectives. Rincon's Project Manager, Assistant Project Manager, and General Plan Technical Lead will facilitate a virtual kickoff meeting. The kickoff meeting will provide an opportunity to refine the scope of work and proposed schedule, establish project management protocols, including invoicing terms and communication protocols, as well as discuss grant requirements. Following this kickoff meeting, the Rincon team will provide a finalized project schedule, a data request, and final communication protocols. To allow for clear and efficient communication among the consultant team, the City, and project partners, Rincon recommends that Fernandeno Tataviam Band of Mission Indians (FTBMI), Pacoima Beautiful (PB) and Climate Resolve (CR) join the kickoff meeting to clarify project roles and responsibilities and establish communication protocols. Rincon also recommends the following strategies to ensure information sharing across the entire team:

- FTBMI, PB, and CR are invited to participate in all bi-weekly calls as project approaches critical deadlines.
- FTBMI, PB, and CR have access to all draft work products Rincon provides to the City.

"The development of the Climate Action Plan (CAP) has been a very collaborative effort. This is the first ever of its kind for an agency as large and as specialized as ours and, as such, has presented a number of challenging tasks to keep the project moving forward. Rincon's CAP Project Manager has gone above and beyond to ensure our needs have been met, that potential issues are brought to our attention and worked through with thoughtful, well-reasoned solutions. Our goal has been to provide a quality, meaningful product that will be used to guide decision making in the future and as such, has high level of technical detail and well-reasoned solutions. Rincon's team have met or exceeded our expectations in every way. We have pushed this team to meet schedules that would have broken other consultants and they have worked diligently and tirelessly to ensure that not only are deadlines met, but met with a quality product. Their CEQA team is the best - knowledgeable, savvy, and as good in every way as the Climate Action team. I highly recommend the Rincon Team."

Malinda Stalvey, Metropolitan Water District Sr. Environmental Specialist

Project Scope and Cost

Rincon will host a SharePoint site that provides the City, FTBMI, PB, and CR access to all product deliverables produced by the consultant team. It will also allow the City, FTBMI, PB, and CR to upload data and engagement-related materials and summaries.

Task 1.2 Project Check-in Meetings

We believe that effective communication and project management is an integral part of a project's success. Rincon's Project Manager, Reema Shakra, will be responsible for coordinating communication with the City's Project Manager, which would include hosting monthly project check-in meetings with the City, FTBMI, PB, and CR throughout Phase 2 of the project. We will work closely with the City for the duration of the project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner.

Task 1.3 Project Management

Rincon takes pride in producing quality work and achieving an exceptional level of client satisfaction. To achieve this, Rincon employs standard project management and quality control methods that include: written project assignments, monthly project progress meetings, project control using Microsoft® Excel and Microsoft® Project software, peer review of all technical sections, technical editing of all documents, and principal review of all major deliverables. The Project Manager is responsible for the overall quality of the work effort and maintaining the schedule. Once the work product has been completed by a team member it undergoes peer review by the Project Manager. After corrections, the Principal-in-Charge reviews the final product for quality control before it is provided to our technical editing team for editorial review, and then our administrative staff for publication. As part of the review, documents are checked against the prior established expectations and requirements of the work scope. Documents are also checked for specific formatting and other requirements using a formal Quality Assurance/Quality Control (QA/QC) checklist by the Publishing staff to ensure that the final delivered product meets San Fernando's expectations. All documents would be safely stored on Rincon's secure servers within a coordinated project folder.

Additionally, as part of this task, Rincon will provide monthly status updates with invoices, following the requirements outlined in the contract, to the City summarizing the work completed over the previous month. This summary will include a brief explanation of the specific tasks that were executed as well as a summary of the hours spent on the project.

With support by the City, Rincon will coordinate efforts with FTBMI, PB, and CR to meet schedule milestones and inform engagement efforts led by FTBMI, PB, and CR.

Lastly, Rincon will collaborate with FTBMI, PB, and CR to establish engagement goals for each FTBMI, PB, and CR-led community outreach event to ensure alignment of engagement activities with needed input to inform each consultant-led deliverable.

Assumptions

- 23-month project timeline for OPR-funded Phase 2 Tasks
- Regular attendance is limited to the Rincon Assistant Project Manager
- City to provide invoicing requirements pursuant to grant agreement; up-to-two rounds of revisions to the invoice template assumed at the start of the project
- FTBMI, PB, and CR assumed to attend kick-off meeting and monthly meetings to streamline coordination
- City assumed to engage directly with OPR to ensure compliance with grant requirements and reimbursement requests

Deliverables

- Attendance at kickoff meeting
- Data and document request

- Final Communications Protocols
- Draft and Final Schedule
- SharePoint Site
- Up to 23, monthly (1-hour) virtual meetings throughout OPR-funded Phase 2 of the project
- Monthly Agendas, Summaries and Action Items
- Monthly status updates and invoices

Task 2 Community Outreach and Engagement

Outreach and engagement will be led by FTBMI, PB and CR, with support from Rincon. Therefore, as part of this scope of work, Rincon will provide preliminary reviews on engagement materials and support FTBMI, PB, CR, and the City to integrate the feedback heard during the engagement process into the development of the CARP and General Plan Elements, specifically in the policies and strategies to be prepared as part of Tasks 3 and 5. As such, it is assumed that the results from all outreach events completed by FTBMI, PB, CR, the City, and other entities would be shared with Rincon when complete so community feedback can effectively and efficiently flow through the teams and into the policy and strategy development.

Task 2.2 Planning 101 Series

PB will lead the development of three Planning 101 presentations on the purpose and intent of the CARP and the update to the General Plan elements. Rincon will support the development of the engagement materials by providing one round of suggested edits and adjustments.

Task 2.3 Survey

CR will lead the preparation of a climate-focused online survey for distribution via City and CR communication channels and at in-person community events. CR will lead the preparation of a survey summary report. Rincon will review a draft online survey and provide one round of suggested edits and adjustments as necessary to make sure that the type of input that would be solicited will most effectively inform the CARP.

Task 2.4 Community Meetings

CR will host and facilitate up to three community meetings in-person. Up to one Rincon consultant team member will attend each meeting. Rincon will provide one round of review of the community meeting engagement materials and engagement approach prepared by CR for alignment with key findings associated with work products that the Rincon Team is scoped to prepare. Rincon will provide suggested edits and adjustment as necessary to the engagement materials/approach to make sure that the type of input that would be solicited will most effectively inform technical work, CARP strategy development, and General Plan policies.

Task 2.5 Walk-shops

CR and the City will host a series of walking tours throughout San Fernando to assess existing conditions related to circulation, and open space, and identify climate risks in the city. Rincon will collaborate with CR and the City to prepare the walking tours planned route, informational materials and talking points, and attendee questionnaire. Rincon will prepare preliminary drafts of all materials for CR to finalize in preparation of the Walk-shops. One set of materials will be utilized for all walking tours.

Task 2.6 Advisory Group Meetings

CR will convene and facilitate up to six Advisory Group meetings to help ground truth the CARP measures to determine whether ideas are feasible and actionable, and to inform the development of the equity guardrails which will be used to evaluate and refine the measures (see Task 5.1 and 5.2 for more information). Rincon will review the Advisory Group meeting agendas and meeting materials to make sure that the type of input that would be solicited

will most effectively inform CARP strategy development. Rincon will prepare the Draft Equity Guardrails for review by the City, FTBMI, and CR, followed by review by the Advisory Group. Rincon will develop the Final Equity Guardrails to be used for evaluation and refinement under Task 5.1 and 5.2.

Task 2.7 Public Hearings

Two staff members from Rincon will participate in two Planning Commission meetings and two City Council meetings to present the GHG reduction measures, adaptation and resilience measures, and the General Plan updates and CARP for adoption. Rincon will provide a draft and final PowerPoint presentation for each meeting. Rincon will provide support to City staff to prepare a staff report for each meeting that presents the key aspects of the CAAP. Rincon will also support City staff in preparing a City Council staff report to adopt the CARP and General Plan updates.

Assumptions

- Up to one consultant to attend three community meetings, assumed to be up to two hours in length
- Attendance at Community Meetings and Public Hearings will be in-person
- Consultant attendance at each Planning Commission and City Council meeting will be up 2-hours in length
- CR to finalize walk-shop materials utilizing Rincon's preliminary drafts

Deliverables

- One round of edits to Planning 101 Series engagement materials
- One round of edits to a climate-focused online survey
- One round of edits to community meeting engagement materials
- One Rincon staff member to attend up to three community meetings
- Preliminary draft walk-shops walking tour planned routes, informational materials, talking points, and attendee questionnaire
- One round of edits to Advisory Group meeting agendas and meeting materials
- Draft and final PowerPoint presentations for up to four Public Hearings
- Two Rincon staff members will attend and present at up to four Public Hearings

Task 3 General Plan Updates

Task 3.1 Existing Conditions Memos

The Rincon team will begin the General Plan Update process by building a foundational understanding of the city's existing conditions as it relates to the Open Space, Conservation, Parks and Recreation Element and Circulation Element, as well as related issues, opportunities, and trends. The team will conduct a review of existing relevant documents, including the ongoing updates to the Urban Forestry Management Plan and Park and the Park Opportunity Plan. Rincon will also incorporate relevant strategies from the City's CARP into the updated Elements to ensure alignment with the City's goals to increase resilience and reduce community GHG emissions.

The Rincon team will prepare up to three Existing Conditions Memos to describe San Fernando's existing conditions related to the topics associated with the Open Space, Conservation, Parks and Recreation Element and Circulation General Plan Elements which include open space and parks, natural resources conservation, and multi-modal mobility. The Existing Conditions Memo will be developed in a succinct, graphically oriented, and engaging format. Technical analyses for these topics will focus specifically on key issues important to the community and those required for the General Plan update.

Administrative Draft Existing Conditions Memos

The Existing Conditions Memos are anticipated to cover the topics and information outlined below but will be refined through discussions with the City. Each Memo is expected to average 10 pages or fewer, and will include the information, maps, and data necessary for developing legally sound, contextual policies for San Fernando.

Open Space and Parks

Rincon will provide an overview of the current state of natural landscapes, green spaces, and recreational facilities such as Pioneer Park, Las Palmas Park, and Pacoima Wash Natural Park. Rincon will outline the existing open spaces, wildlife habitats, parks, trails, and recreational amenities present in San Fernando, focusing on the geographic aspects and community access.

This Memo will also summarize recreation facilities and programs, highlighting key offerings and needs for the community. Aligning with the update to the Parks and Recreation Master Plan, this section of the memo will focus on information and gaps related to developing General Plan policy.

Natural Resources Conservation

The Natural and Cultural Resources Memo will provide information on the resources present in San Fernando and how they are managed, including any species of concern, habitat potential, and water and air quality issues.

Mobility

Rincon has retained Iteris to provide technical guidance on the update to the Mobility Element, leveraging their expertise in transportation and mobility infrastructure. Rincon and Iteris will work collaboratively to prepare the Mobility Existing Conditions Memo, which will describe the existing transportation system including multi-modal roadway facilities, safety, and connections to the regional transportation system. The memo will also include data necessary to fulfill the legislative requirements for the element update (i.e., SB 743, AB 32, AB 1358, etc.).

Final Existing Conditions Memos

The Rincon team will conduct one round of revisions to the Admin Draft Existing Conditions Memos based on one set of consolidated comments by City staff, provided in tracked changes in Microsoft Word. The Final Draft Existing Conditions Background Memos will be submitted electronically in Microsoft Word and PDF format.

Assumptions

- City staff will provide necessary background information and relevant documents in digital format.
- Rincon will prepare up to three Memos approximately ten pages in length each; however, the exact organization and information included may shift dependent on conversations with City staff.
- City comments will be provided as one consolidated set in MS Word using Tracked Changes function.
- Rincon will conduct one round of revisions based on staff comments.

Deliverables

- Administrative Draft and Final Existing Conditions Memos (Word and PDF)

Task 3.2: Draft General Plan Update

Administrative Draft General Plan Elements

The Rincon team will prepare the Administrative Draft version of the Open Space, Conservation, Parks and Recreation Element and the Mobility Element for City staff review. The General Plan Elements will be developed so as to be consistent with other existing elements, as well as other City plans and programs, and will fulfill requirements of applicable provisions of State general plan law as outlined in Government Code Section 65302 and recent legislation, the 2017 California Office of Planning and Research (OPR) General Plan Guidelines, and the most recent local and regional best practices.

Specific content and organization of the elements of the General Plan will be refined through the engagement process and discussion with staff; however, we expect the Administrative Draft of the Elements to include:

Project Scope and Cost

Open Space/Conservation/Parks-Recreation. Rincon will integrate state-mandated conservation, open space, and parks and recreation components into a cohesive framework, addressing their shared concerns and overlapping aspects as part of this element. The Element will be developed in alignment with the updated Park & Recreation Master Plan as well as other applicable plans and programs. Rincon will utilize the updated land and open space inventory developed as part of the Park and Recreation Master Plan in analysis and policy development for the Open Space/Conservation Element. The Open Space/Conservation/Parks-Recreation Element will include background information and policies and implementation programs related to:

- Natural resources management
- Water resources and quality
- Watershed management
- Parks and open space access (local and regional)
- Recreation programs and opportunities
- Urban greening

To best organize the information and policies of this element, renaming or division into two separate elements may occur.

Mobility. The update to the Mobility Element will include recommendations and strategies for active and multimodal transportation, roadway enhancements, VMT reduction, and transit connectivity including the Metro and San Fernando Trolley. The element will incorporate the strategies of the Safe and Active Streets Implementation Plan and the Corridor Specific Plans (Specific Plan-4 and Specific Plan-5). Rincon and Iteris will collaboratively address the goals, policies and implementation programs in this section of the General Plan.

Public Review and Draft General Plan

Rincon will respond to up to two rounds of consolidated comments from City staff, then prepare a Public Review Draft General Plan based on comments provided. Following public review, the Public Review Draft Elements will be revised based on comments from the public. The Elements will then be prepared for the Planning Commission and City Council to consider for adoption.

Assumptions

- City comments will be provided as one consolidated set in MS Word using Tracked Changes function.
- Rincon will respond to up to two rounds of consolidated comments on the Administrative Draft Elements.
- Rincon will respond to one round of consolidated comments on the Public Draft Elements.
- City staff will be the point of contact for all public comments received on the Elements.
- Public engagement is not included in this task.
- Rincon will attend Planning Commission or City Council meetings as part of Task 2.7.

Deliverables

- Administrative Draft Elements
- Public Review Draft Elements
- Adoption Draft Elements

Task 3.3: Final General Plan Update and Adoption

Based on final direction and comments provided by City Council during the public hearing process, Rincon will prepare Final Drafts of each element. This task assumes minor editorial edits necessary to finalize the document. All final files will be shared via email as part of the final administrative record.

Assumptions

- Rincon will respond to one round of consolidated comments to finalize the elements.
- The Elements will be formatted and delivered as MS Word files.
- Rincon will package and deliver all associated GIS files for City use.

Deliverables

- Final Elements (Microsoft Word)

Task 4 Forecasting and Target Setting

Task 4.1 Forecasting

To understand how GHG emissions in the City will likely change over time and identify the GHG reduction gap the city will be responsible for, Rincon will develop two GHG forecasts, a business as usual (BAU) forecast and adjusted legislative reduction forecast. The business-as-usual forecast will be based on existing conditions plus projected growth consistent with the General Plan Update's population and employment forecasts, and not account for future regulatory changes affecting GHG emissions. Following calculation of the BAU forecasts, the Rincon Team will also calculate an adjusted forecast, which will take into account foreseeable regulatory changes (e.g., Low Carbon Fuel Standard, Pavley Clean Car Standards, SB 100 renewables portfolio standard, Title 24). This will provide a more accurate picture of future emissions growth and the quantity of GHG emissions that the City would be responsible for reducing to meet GHG reduction targets. The adjusted and BAU forecast model will be used to conduct a gap analysis after targets are set. The forecasts will allow Rincon to determine the GHG reductions required for the City to meet their goals for 2030, 2035, 2040, and 2045.

The Rincon team will also provide a forecast of future emissions showing the reductions achieved through full implementation of the CARP measures identified in Task 5 by 2030, 2035, 2040, and 2045. State guidance indicates that cities should develop CARP measures to achieve 2030 targets consistent with the state's Senate Bill (SB) 32 target. The CARP will also demonstrate incremental progress towards reaching the state's Executive Order (EO) B-55-18 long-term goal of carbon neutrality by 2045 by presenting evidence-based actions the City can take towards eventually attaining this target. However, it will also illustrate that reaching carbon neutrality will require significant additional effort and support from the state and federal governments and may require technologies that are not yet available, which is consistent with the recommendations from the Association of Environmental in the *Final White Paper Beyond 2020 and Newhall: A Field Guide to New CEQA Greenhouse Gas Thresholds and Climate Action Plan Targets for California, October 18, 2016*.

Task 4.2 Provisional Target Setting

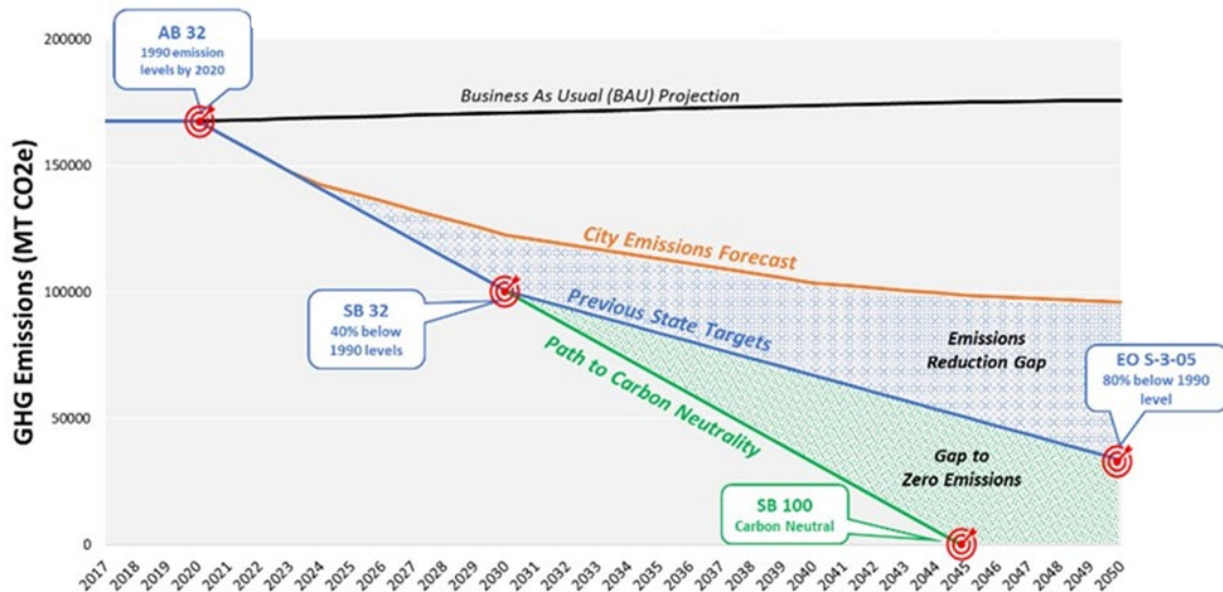
For purposes of using the CARP as a CEQA streamlining tool, we recommend that the year 2030 target is, at a minimum, consistent with SB 32 GHG emission targets. Providing context for the City to meet the targets beyond 2030 is also important and will be informed by the outcome of the "adjusted forecast" and quantification of feasible GHG-reduction measures (Task 5.1). Rincon proposes to include targets associated with EO B-55-18 (carbon neutral by 2045) during the preliminary target analysis as the state is currently developing the 2022 Climate Change Scoping Plan to establish a pathway for the state to reach carbon neutrality by 2045. Figure 1 shows the gap that the City could close if the CAP relies on the reduction goals EO B-55-18, instead of EO B-30-15. As part of this task, Rincon will host a virtual team meeting with key members of the City staff to review and discuss the preliminary emission reduction targets. The targets identified should remain provisional until the quantification and analysis of potential GHG reduction measures has been completed. The targets may need to be adjusted based on the reductions that can realistically be achieved from feasible GHG reduction measures that

The Rincon Team recognizes that the Request for Proposals (RFP) references a target in line with EO B-30-15 as well as the target that aligns with SB 32. However, we believe that is important to future-proof the CARP by considering the implications of EO B-55-18, which was signed by the Governor in 2018, and expanded upon with EO B-30-15 by creating a statewide GHG goal of carbon neutrality by 2045.

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will be identified during the measure development process. Rincon will provide the City with a combined draft forecast and target memorandum for review and will make revisions upon receipt of one consolidated set of comments.

Figure 1 GHG Emissions Scenarios for Typical California City



Assumptions

- Population based growth factors will be in alignment with the adopted General Plan Housing Element.
- Employment based growth factors will be based on the most recently adopted SCAG Demographics and Growth Forecast.
- Rincon anticipates that the City’s Project Manager will be responsible for working with City departments to retrieve the data requested in order to complete the inventory.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- Rincon anticipates that the targets will be consistent with current State recommendations, including SB 32 and Executive Order B-55-18.
- Rincon has budgeted for receipt of one set of consolidated comments on the Targets Memo. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

Deliverables

- Draft and final forecast and reduction targets memorandum (Word and PDF).

Task 5 Develop Policies and Strategies

The Rincon Team recognizes that there is a clear intersection between mitigating the impacts of climate change while simultaneously making our communities healthier, more resilient, and economically secure. Therefore, we have established a subset of tasks for this portion of the scope that will include establishing GHG emissions reduction strategies (Task 5.1) that actively aim to reduce emissions within the City as well as climate adaptation

strategies (Task 5.2) that aim to increase resilience to the anticipated impacts of climate change hazards. By applying the equity guardrails derived during the community engagement process (Task 2.6), environmental justice and social equity considerations are integrated into the design and implementation approaches for the emission reduction and adaptation measures to begin to address underlying historic and current inequities, avoid impacting under resourced communities with the implementation of CARP measures, and equitably distributing the benefits of mitigation and adaptation measures. Additionally, Task 5 includes a review and analysis of funding opportunities for the identified strategies (Task 5.3), which will provide a pathway for the City to implement the strategies and achieve the City's established targets without burdening low-income households.

Task 5.1 GHG Emissions Strategies

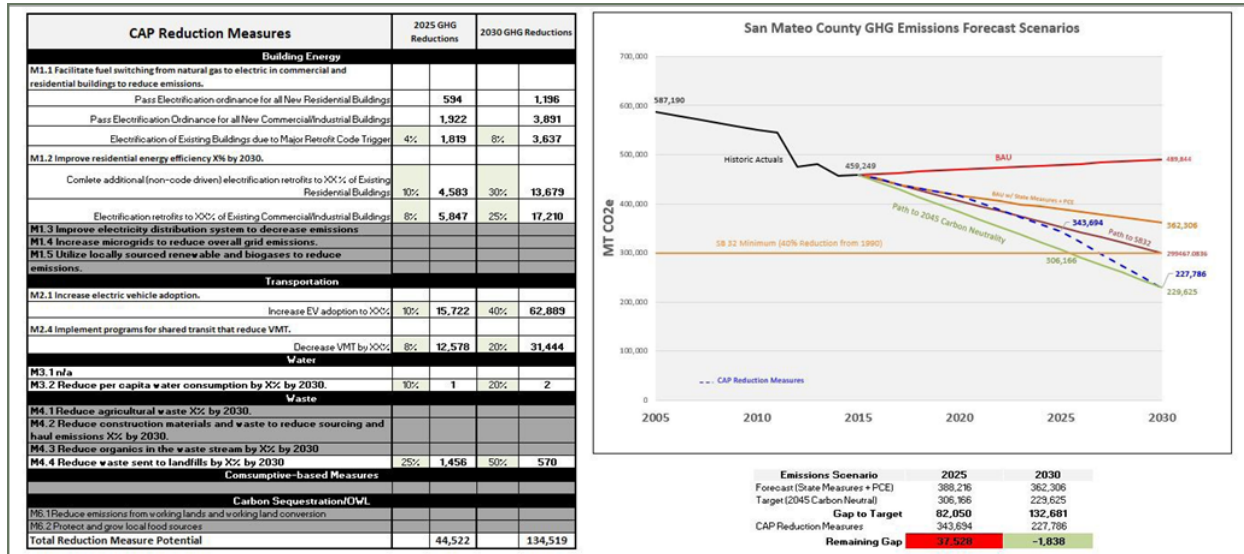
Rincon has a broad range of expertise in GHG program, policy, and project development in the fields of carbon free electricity, building electrification, transportation decarbonization, zero waste, sequestration (including current knowledge of research and applied potentials of working lands management and urban forestry), and carbon neutral organizations. For this task, Rincon will develop specific actions that will allow the City to reach the established targets under Task 4. To support this process, Rincon has developed a suite of tools designed to increase efficiency and transparency in the climate action planning process while reducing costs to the client. These tools are customizable, allowing for communities to develop and implement GHG reduction measures that best fit their needs.

The Rincon Team recognizes the importance of understanding the work that has already been done and proposes to use existing plans and initiatives as a foundation for future actions. Therefore, as a first step of this task, Rincon will leverage our proprietary Measure Analysis and Success Tracking (MAST) Tool to complete an analysis of GHG reduction measures/actions which are included in plans, policies, and programs. It is anticipated that the plans, policies, and programs reviewed would include the existing General Plan Elements, San Fernando Corridors Specific Plan, Downtown Master Plan, and the Parking Management Master Plan. MAST allows Rincon to evaluate the quality and progress of measures or actions included in sustainability-related planning documents in an intuitive interface. From this refined foundation of action items, we will assess any policy or program gaps and identify additional opportunities for emission reductions. Rincon will then provide a newly established core suite of draft measures that are tied to the City's GHG emissions inventory and forecast and past progress. Examples of additional measures include:

- Electrify 10% of vehicles by 2030 and 20% by 2045
- Divert 15% of organic waste by from the landfill by 2030 and 30% by 2045
- Electrify 15% of existing buildings by 2030 and 100% by 2045

After reviewing and editing the measures based on coordination with internal city departments, and feedback through the community engagement process in Task 2, we will refine the draft emission reduction measures list. To further assess emissions reduction measures and different approaches to reach carbon neutrality (aggressive, moderate, and conservative), Rincon will employ its Scenario Planning and Reductions Quantification (SPARQ) Tool, which makes the measure quantification process more transparent. Rincon has developed and uses the SPARQ tool for all of our climate planning documents to help clients visualize their emission forecasts and quantify reduction actions and associated costs. The dashboard feature allows the City to change target metrics for each measure to see how these changes will affect community emissions based on various target trajectories over time. This tool provides a unique measure evaluation by graphically detailing information from the GHG inventory, emission reduction potential, and emissions targets to illustrate the long-term reductions associated with various measures. Using this tool has allowed Rincon and our current climate action plan clients to iteratively model various measures and reduction scenarios to confirm that reduction scenarios meet GHG targets in the most effective manner (see Figure 2). As part of this task and Task 5.2, Rincon will host one virtual (one-hour) meeting with City staff to discuss the draft measures. If necessary, Rincon could utilize one of the monthly check-in meetings as a second meeting to meet with City staff to discuss the draft strategies. Any additional meetings will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

Figure 2 SPARQ Tool – Reduction Scenarios



Rincon will calculate the emission reduction potential for applicable proposed measures and will identify potential funding sources for a subset of measures (see Task 5.3 for more information). The Rincon Team will develop an implementation strategy that identifies priority measures. This will include assigning specific time periods for implementation of each action, with a focus on the near-term actions that can be taken by 2030 to put the CARP on the trajectory to meet California’s goals. Additionally, Rincon will identify the responsible parties for implementing each action, which provides a sense of direction and ownership over the various CARP components. We assume that City feedback on the provisional draft measures will be provided in a consolidated set of comments. The Rincon Team will integrate the comments and edits as appropriate based on discussions with City staff and summarize final draft measures in a list that will be incorporated into the Draft CARP in a visually compelling manner (Task 6).

The CARP will need to be based on substantial evidence to withstand any scrutiny by interested parties. The key to defensibility is our robust and user-friendly technical appendix that includes assumptions, references, and substantial evidence supporting the GHG reduction identified for each measure and will serve as the legal foundation for the document. Additionally, the technical appendix can be used as a methodology guidance document for future planning and tracking so that City staff can maintain consistency across documents, including future iterations of the CARP. The technical appendix will include revisions in response to one round of consolidated City Department edits.

Rincon recognizes that high-quality climate action planning is built on six essential pillars that result in implementable and effective GHG emission reduction strategies and establish the cornerstone of high-quality GHG emission reduction plans. These six essential components include:

1. Produces measurable GHG emissions reductions
2. Supports information gathering for improved measure implementation (e.g., feasibility studies, pilot programs, etc.)
3. Protects against equity impacts (as defined by the equity guardrails)
4. Provides community education, outreach, and leadership to ensure the community has the information it needs for participation in CARP implementation
5. Identifies partnership opportunities for cost and resource sharing with local businesses, community groups, and institutions
6. Incorporate accountability through tracking and resource allocation commitments

Specifically, for the equity analysis, Rincon has developed a mechanism to integrate equity considerations more fully into the CARP and the actions themselves. Working with the Advisory Group and feedback from the

community, Rincon will collaborate with the City, FTBMI, CR, and PB under Task 2.6 to develop a suite of Equity Guardrails that must be passed by each measure and its associated actions. These guardrails help ensure that the measures and actions avoid undue burdens on San Fernando's most vulnerable populations. While we recommend creating a unique set of guardrails specific to the City through feedback from interested parties, guardrails used in other jurisdictions include:

- Equitable access to economic benefits
- Equitable access to health and safety benefits
- Maximum ease of implementation
- Promotion of housing affordability and anti-displacement

Each measure should pass the equity guardrail analysis. When a measure does not pass, new actions will be developed to mitigate potential impacts (such as a low-income financing program) or the measure is considered for removal. These measures then can lay the foundation for transformational change and are essential to creating measures and actions that will engage the community and fulfill the emissions reductions goals laid out in the CARP. The Rincon Team will structure the CARP in a way that builds on this foundation and the overall benefits will be equitably distributed so the CARP is responsive to the needs of community members.

Task 5.2 Climate Adaptation and Resilience Strategies

The Rincon team will develop adaptation measures that contribute to increasing resilience to climate change in San Fernando. The measures will build from the goals, policies, and programs included in the updated Safety Element to ensure consistency and alignment with the General Plan. Adaptation measures will address both community-based adaptation and adaptation strategies that are focused on municipal government implementation and operations. The intent of the measures will be to address the key vulnerabilities identified in the climate vulnerability assessment prepared during Phase 1, including populations, essential services, and natural and built assets at risk from near-term or mid-term climate change impacts and that lack existing adopted policies or established programs. FTBMI and CR will prepare adaptation measures and actions to reflect community feedback gathered from the outreach efforts under Task 2 to reflect strategies that are community- and equity-driven. Measures and actions will include low- and no-cost methods for community members to adapt to climate change impacts, ensuring the City of San Fernando's CARP will be actionable and practical at every level.

For each adaptation measure, the following information will be included: tracking metric, timeframe, implementation lead, relative costs, asset, or population as identified in the climate vulnerability assessment, and climate hazard. Similar to the six essential pillars for GHG emission reduction strategies, resilience strategies are most effective when applying the following criteria in shaping and prioritizing measures:

1. Measurable increase in resilience
2. Adaptive management
3. Structural change
4. Availability to funding and financing
5. Meaningful and continuous engagement
6. Collaborative partnerships
7. Equitable outcomes

The equity guardrails will be applied to the adaptation measures like the process described above under Task 5.1 to avoid any unintended impacts to communities in San Fernando.

The adaptation measures along with the GHG reduction measures prepared under Task 5.1 will be provided to the City for review. A final measures list will be prepared for inclusion in the Draft CARP (Task 6).

Task 5.3 Identify Funding for Implementation Measures

Rincon's clients have repeatedly identified a lack of funding as a key hurdle to implementing emissions reduction and adaptation measures. To help solve this problem, Rincon has teamed with HIP Investor who will leverage their

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experience with cutting edge funding and financing vehicles including public private partnerships, energy savings contracts, private investments, public loan programs, non-predatory on bill financing, incentive programs targeting disadvantaged communities, and more. Rincon will quantify the anticipated costs for each measure and HIP Investor will provide potential funding sources for the recommended measures. The results of this funding analysis will be summarized in a matrix provided by HIP and reviewed by Rincon, then incorporated directly into the draft and final CARP by Rincon as an appendix. The resulting funding and financing matrix is valuable as both an external communication tool, as well as an internal road map to implementation.

Assumptions

- Rincon will establish approximate implementation costs and HIP will identify potential funding sources for the proposed measures.
- Rincon has budgeted for receipt of one set of consolidated comments on the Draft Emission Reduction and Adaptation Measures Memorandum. Any additional revisions, including updates to the measures throughout the draft and final CARP development process, will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- As part of this task, Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft measures.

Deliverables

- Draft and Final Recommended Emission Reduction and Adaptation Measures Memorandum (Word and PDF)
- Draft and Final Equity Guardrails Memorandum (Word and PDF)
- Substantial Evidence Technical Appendix to the CARP (Word and PDF)
- SPARQ and MAST Tools (Excel)
- Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft mitigation and adaptation measures

Task 6 Climate Action

This task includes the completion of a draft and final CARP including the incorporation of community feedback gleaned as part of Task 2.

Task 6.1 Draft CARP

The CARP will be informed by the GHG emissions inventory, vulnerability assessment, emissions forecast, and reduction targets completed as part of Phase 1, and Phase 2 Tasks 4 and 5. The CARP will provide a creative and innovative roadmap for the City to achieve emission reductions and will include both near-term and long-term GHG emissions reduction and adaptation/resilience measures (Task 5) as well as the departments and community partners who will generally be responsible for implementing them. The CARP will set key performance indicators (KPI) that will help define a successful implementation of the CARP strategy as well as measure progress over time. Upon completion of the first draft, the document will be provided to City staff for review. The City will provide feedback and edits in one consolidated set of comments and the Rincon Team will draft a Public Review Draft that reflects edits in response to City comments. Additionally, Rincon will draft a staff report to be submitted with the Public Review Draft. The Public Review Draft will be presented at the Planning Commission and City Council and released to the community for a proposed thirty-day comment period. The CARP will be prepared using Microsoft Word, following the same format used in recent General Plan Element updates, such as the City's Safety and Housing Elements.

Task 6.2 Final CARP

Following the public review and comment period, as well as the public hearing, the Rincon Team will coordinate with City staff to incorporate relevant input into the Final Draft CARP that will be presented to the Planning Commission and City Council for final adoption. We anticipate and have budgeted for receipt of up to ten substantive public comment letters and emails. Any additional comments will be addressed on a time and materials basis in accordance with our standard fee schedule (attached). Rincon will provide an electronic copy of the document; hardcopy documents has not been included as part of this scope.

Assumptions

- Response to comment of up to ten substantive public comment letters and emails.
- All comments on the Draft CARP will be provided to Rincon in one consolidated set.
- No hard copies will be provided.

Deliverables

- Draft and Final CARP in Word and PDF formats
- Draft staff report

Task 7 CARP and General Plan Update CEQA Assessment

We anticipate that an Initial Study- Negative Declaration (IS-ND) would be the appropriate CEQA document for the CARP and the Open Space, Conservation, and Parks and Recreation and Mobility Element updates, as the CARP and Elements will contain policies and strategies that would mitigate any potential impacts associated with their adoption. If, however, during the process of conducting the analysis as part of the IS-ND we identify one or more environmental impacts that will or may be significant and unavoidable, we will contact the City immediately to discuss an appropriate course of action. The following scope of work is Rincon's work program for an IS-ND:

Task 7.1 Project Management, Kick Off and Project Description

The Rincon team will conduct a CEQA kick-off/coordination meeting with the City to: (a) tailor the planning process to address specific needs and goals of the City; and (b) confirm the scope of and technical study work,

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deliverables, and schedule. The scope and schedule, including public notification components and additional tasks, will be refined based on our discussions. Work schedules will be finalized, and details for scheduled tasks will be discussed. Rincon will prepare an agenda and identify any outstanding document and information needs, requests for clarification (if necessary) and will prepare and circulate a summary identifying action items after the kickoff meeting.

Subsequent to the kick-off meeting, with the assistance of the CARP and General Plan team and the City, Rincon will develop the draft Project description for one round of City review, and initiate background research.

Rincon's CEQA Lead will be responsible for general day-to-day project management tasks, including team management, coordination and communication with the City. As part of this assignment, Rincon's CEQA Lead will conduct check-in calls bi-weekly with the City's Project Manager to review Project status, and Project needs and concerns with a total of four check-in calls.

Task 7.2 Tribal Consultation Assistance

Under AB 52 (California Government Code Section 21080.3.1 (a)) and SB 18 (California Government Code Section 65352.3 and 65352.4), the City of San Fernando, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the Project site, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will request an AB 52 and SB 18 consultation list from the NAHC and will assist the City with consultation under AB 52 and SB 18 by providing the City with letter templates, checklists, and detailed instructions to help ensure meaningful consultation with interested Native American groups. Typically, NAHC list requests are fulfilled within 10-14 business days. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52 and 90 days under SB 18; the 30-day wait period for AB 52 is subsumed in the wait period for SB 18. This task does not include meetings, outreach, consultation or mailing letters to Tribal governments. Rincon assumes the City will officially contact all applicable Tribes.

Task 7.3 Administrative Draft IS-ND

Rincon will prepare an internal review (Administrative) Draft IS-ND. The Administrative Draft IS-ND will address all the items on the CEQA environmental checklist. To the maximum extent feasible, existing background reports, technical studies and other available databases will be used. Additionally, Rincon will prepare the required technical analysis to support the IS-ND (detailed above). Rincon will submit an electronic copy of the Administrative Draft IS-ND for City review in PDF and/or Word format. Issue areas requiring particular attention in the IS-ND include Aesthetics, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Recreation, and Transportation, Tribal Cultural Resources. The following describes our general approach to all CEQA checklist items.

Our general approach to analyzing each issue is described below:

- **Aesthetics, Light, and Glare.** Long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the implementation of the proposed Elements and CARP will be reviewed based on a visual survey of the site and surrounding area. The analysis will also consider potential impacts to scenic vistas views and visual compatibility with the surrounding area, as well as light and glare impacts from streetlights, vehicle headlights, and building lights.
- **Agriculture and Forestry Resources.** The IS-ND will confirm that there would be no effect on farmland or forestland and that the proposed Project would not convert such lands to another use.
- **Air Quality.** The air quality analysis will qualitatively analyze the proposed Project's potential to conflict the SCAQMD air quality plan, result in a cumulatively considerable net increase of criteria pollutants, expose sensitive receptors to substantial pollutant concentrations, and result in odor impacts.
- **Biological Resources.** Rincon will conduct a desktop, program-level literature review to evaluate the potential for sensitive biological resources to occur in the study area. This evaluation will be based on database review and other available materials provided to us by the City (site maps, APNs, etc.) or other readily available materials including aerial photographs and regional or local plans, particularly the proposed City of San Fernando General Plan, Open Space, Conservation and Parks and Recreation Element. This analysis will assess the Open Space,

Conservation and Parks and Recreation Element policies, benefits, and potential impacts that could occur from development under the proposed Project, along with measures that may be required to avoid, minimize, and/or mitigate potential impacts. Because this will be a Program IS-ND, no site-specific analyses will be conducted; however, the proposed measures will outline a process that future projects should follow to analyze their impacts on biological resources. This can reduce the need for additional CEQA-level analysis for such projects.

- **Cultural Resources.** This analysis will address archaeological and historic resources. The cultural resources analysis will review historic resources and archaeological resources within the City and the potential impacts to those resources resulting from implementation of the General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements, and CARP. To compile a listing of recognized significant historic and prehistoric resources, information will be obtained from the National Register of Historic Places (NRHP), the Built Environment Resources Directory (BERD), and local inventories, as appropriate. Archival research will be limited to a review of historic aerial images and maps to characterize the historic development of the plan area and the existing conditions. No fieldwork will be conducted. A search of the California Historical Resources Information Center (CHRIS) will not be included in this scope of work and would be consulted after the determination of a project-level analysis of any future development project in order to determine locations of previously recorded archaeological sites.
- **Energy.** This section will discuss the current and projected regional energy supplies and demand, and qualitatively analyze energy use associated with future construction activity and changes in land use proposed by the General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements and CARP. This section will also compare the consistency of the implementation of the General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements, and CARP with adopted state, regional, and local energy policies.
- **Geology and Soils.** This section will discuss the potential for geologic hazards, including fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. The analysis will utilize background information included in the May 2022 Safety Element and will also include evaluation of the potential for erosion and loss of topsoil from construction of new development under the proposed plan. This section will also address paleontological resources and potential impacts. As appropriate, mitigation measures will be identified to reduce potential significant impacts. Rincon assumes no field survey will be required.
- **Greenhouse Gas Emissions.** The GHG analysis will qualitatively analyze the proposed Project's potential to generate significant GHG emissions and the proposed Project's potential to conflict with any applicable GHG plans or policies and incorporate the projected emissions included as part of the CARP. Rincon will present an overview of the current regulatory framework regarding GHG emissions and climate change, including SB 32, AB 32, SB 97, and SB 375, as well as adopted amendments to the CEQA Guidelines. Construction impacts, including exhaust emissions, will also be analyzed. Mitigation measures will be integrated as appropriate.
- **Hazards and Hazardous Materials.** This section will discuss the potential impacts relating to hazardous materials transport, storage, and use, as well as hazards such as contaminated sites. It will rely on information available from background information included in the May 2022 Safety Element and will also State Water Resources Control Board, California Environmental Protection Agency, and California Department of Toxic Substances Control. The nearby presence of educational facilities and airports will also be researched for potential hazardous material impacts. Rincon will document the information and findings of the research conducted within the body of the IS-ND Checklist. This section will analyze the potential increase of hazardous materials and handling of hazardous materials resulting from the General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements and CARP. Mitigation measures will be integrated as appropriate.
- **Hydrology and Water Quality.** The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding, as well as potential impacts to surface and groundwater quality. The section will rely on locally available information from the City including background information included in the May 2022 Safety Element and will also rely on the Regional Water Quality Control Board, and other local agencies. The analysis will identify areas in the Planning Area at risk from flooding and potential impacts to existing drainage patterns and groundwater supply from development projected under the General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements and CARP. The review will consider changes in absorption rates, drainage patterns, storm drain improvements, and downstream effects. The potential for the General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements and CARP to violate water quality standards or waste discharge requirements will also be analyzed.

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- **Land Use and Planning.** This discussion will analyze the relationship of the proposed Project and applicable planning policies and ordinances, including the City's General Plan and Development Code. Additionally, we will assess the potential to divide an established community.
- **Mineral Resources.** This discussion will note that there would be no effect upon mineral resources.
- **Noise.** This analysis will address impacts to substantial temporary or permanent increase in ambient noise levels in the vicinity of the proposed Project site, groundborne vibration noise levels, and excessive noise levels from nearby airports. Development in the City will also be reviewed with the General Plan Noise Element and San Fernando Municipal Code.
- **Population/Housing.** This section will focus on a comparison of potential population and housing growth to regional growth forecasts for the area. The analysis will document that the proposed Project would not anticipate substantial growth inducement or residential displacement beyond the 2021-2029 Housing Element population and housing projections.
- **Public Services.** This section will address potential impacts relating to police and fire protection services, schools and open space. It is not anticipated that implementation of General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements and CARP would result in substantial growth inducement or effect the provision of services, including fire, law enforcement schools, and open space.
- **Recreation.** The analysis will assess the proposed CARP and Open Space, Conservation and Parks and Recreation Element policies and benefits and if required potential impacts from the policies relating to parks and recreational facilities. The section will also analyze if the proposed Project has direct impacts on local recreation facilities or indirect impacts associated with the deterioration of parks due to increased demand for recreational facilities.
- **Transportation.** The analysis will assess the proposed CARP transportation measures and actions and the Mobility Element policies and benefits and potential impacts from implementation of the policies of the proposed Mobility Element and CARP measures and actions in relation to transportation. This section will also qualitatively discuss trip generation and impacts to the local and regional circulation system, vehicle miles travelled, alternative transportation modes, and traffic hazards. The transportation impact evaluation will look at compatibility of the Mobility Element and CARP with countywide and regional transportation plans, and with other local transportation-related plans, policies and programs. Potential impacts on bicycle and pedestrian circulation, and public transit use and transit facilities, will be considered. The need for road improvements, bicycle and pedestrian improvements, and transit improvements associated with the Mobility Element and CARP implementation will be discussed, and the secondary impacts resulting from the development of these facilities will be addressed at a broad level.
- **Tribal Cultural Resources.** To inform the Tribal Cultural Resources section, Rincon will collect regional background information on tribal cultural resources that could be affected by the proposed Project. The collected information will include the results of the Native American Heritage Commission (NAHC) Sacred Lands File Search and information provided to the lead agency through government-to-government tribal consultation in accordance with AB 52 and SB18.
- **Utilities and Service Systems.** This section will discuss the CARP and the General Plan Mobility and Open Space, Conservation and Parks and Recreation Elements' potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems in a qualitative fashion.
- **Wildfire.** This discussion will note that there would be no impacts associated with wildfire risks.
- **Mandatory Findings of Significance.** This section will address cumulative effects, impacts to biological or cultural resources, and impacts to human beings.

Task 7.4 Draft IS-ND

Following receipt of City comments on the Administrative Draft IS-ND, Rincon will respond to the City's comments and submit the Draft IS-ND to the City for approval along with the Notice of

Task 7.5 Final IS-ND

Following the public review and comment period, as well as the public hearing per Task 7.6, the Rincon team will coordinate with the City to incorporate relevant input into the Final IS-ND for the City's review. Please note, we do not propose doing a formal response to comments as it is not required for an IS-ND. The Final IS-ND will incorporate any changes required in response to comments received on the Draft IS-ND in ~~strikeout~~ and underline font. Following receipt of City comments on the Final IS-ND, Rincon will respond to the City's comments and submit the Final IS-ND to the City for approval along with the Final Notice of Determination. It is assumed that if multiple reviewers review the documents, comments will be received in one consolidated Word document with requested changes provided in track changes. If additional rounds of review are required by the City, Rincon will work with the City to adjust the scope, budget and schedule as needed. Rincon will provide an electronic copy of the Final IS-ND to be posted on the City's website. No printed copies will be furnished.

Task 7.6 IS-ND Public Hearing

This task assumes the CEQA Task Lead will attend up to one in-person public hearing on the Project to answer questions regarding the CEQA IS-ND. Rincon can attend additional hearings in accordance with our standard fee schedule as time and materials charges (attached to this proposal). If additional technical experts and/or more hearings are required to attend to address controversial topics/issues, Rincon will provide an additional scope and costs to the City for such attendance.

Task 7.7 CEQA GHG Checklist

To assist with CEQA tiering for future plans and projects, Rincon can work with the City to prepare a methodology to streamline CEQA GHG emissions analysis for future City projects. In early 2018, Rincon generated a CARP Consistency Checklist for the City of Pasadena, one of the first Climate Action Plans in the state to include a SB 32 consistency checklist for development projects. By having a CEQA GHG Checklist for use by City planning staff and applicants, future City plans and projects can tier from the CARP programmatic CEQA document for purposes of streamlining future CEQA GHG analyses and demonstrating consistency with state GHG reduction goals per the 2017 CARB Climate Change Scoping Plan. Without such a checklist for a tool, it can be difficult for future plans and projects to navigate the CEQA process under SB 32.

Assumptions

- CEQA Project Kick-off will be virtual
- CEQA Check-in calls will be virtual
- No field surveys will be conducted and the analysis is considered a desktop review.
- No standalone biological technical report will be prepared.
- This scope of work assumes a tree survey will not be conducted.
- Rincon will not mail letters to consulting tribes.
- Rincon will not prepare any Tribal consultation responses nor participate in any tribal consultation meetings.
- Revisions will not be made to the Project description prepared under Task 7.1 once preparation of the Administrative Draft IS-ND is underway.
- Rincon will work with city staff to prepare a draft Notice of Intention (NOI) for the city staff to review.
- Rincon will be responsible for filing the NOI and related documents with the County Clerk and State Clearinghouse/Office of Planning and Research.
- No formal response to comments on the Draft IS-ND will be provided
- Up to one Rincon staff person to attend an IS-ND Public Hearing

Deliverables

- CEQA Kick-off
- 4 monthly progress reports and invoices

Project Scope and Cost

- 4 biweekly check-in calls
- Draft and Final Project description
- Results of the biological resources analysis as part of Task 7.2 will be incorporated directly into the Biological Resources section of the IS-ND
- Virtual meeting with the City to discuss Task 7.2
- Tribal consultation instructions sheet
- Draft Tribal consultation letter templates
- Tribal consultation tracking table
- Administrative Draft IS-ND to the City for one round of review/comments by the City and revisions by Rincon
- Results of the review/comments and revisions will be the final version of the Draft IS-ND
- Administrative Draft Final IS-ND to the City for one round of review/comments by the City and revisions by Rincon
- Results of the review/comments and revisions will be the final version of the Final IS-ND
- Final Notice of Decision form
- Attendance at up to one in-person public hearing by Rincon's CEQA Lead
- Draft City CEQA GHG Checklist for future projects' use (electronic)
- Final City CEQA GHG Checklist for future projects' use (electronic)

Table 1 Proposed Cost by Task

Task	Cost
Task 1: Project Meetings and Management	\$26,801
Task 1.1: Project Kick-off	\$2,009
Task 1.1: Project Check-in Meetings	\$14,448
Task 1.3: Project Management	\$10,344
Task 2: Community Outreach and Engagement	\$33,979
Task 2.2 Planning 101 Series	\$1,737
Task 2.3: Survey	\$1,158
Task 2.4: Community Meetings	\$7,694
Task 2.5 Walk-shops	\$7,952
Task 2.6: Advisory Group Meetings	\$3,472
Task 2.7: Public Hearings	\$11,966
Task 3: General Plan Updates	\$200,025
Task 3.1 Existing Conditions	\$101,075
Task 3.2 Draft General Plan Update	\$79,788
Task 3.3 Final General Plan and Adoption	\$19,162
Task 4: Forecasting and Target Setting	\$6,904
Task 5: Develop Policies and Strategies	\$20,024
Task 5.1: GHG Emissions Strategies	\$2,246
Task 5.2: Climate Adaptation and Resilience Strategies	\$7,375
Task 5.3: Identify Funding for Implementation Measures	\$10,403
Task 6: Climate Action and Resilience Plan	\$26,004
Task 6.1: Draft CARP	\$16,112
Task 6.2: Final CARP	\$9,892
Task 7 CARP and GPU CEQA Assessment	\$37,861
Task 7.1 Project Management	\$2,706
Task 7.2. Tribal Consultation Assistance	\$2,119
Task 7.3 Administrative IS-ND	\$15,543
Task 7.4 Draft IS-ND	\$3,146
Task 7.5 Final IS-ND	\$4,500
Task 7.6 IS-ND Public Hearing	\$2,510
Task 7.7 CEQA GHG Checklist	\$7,337
Total	\$351,598
HIP investors Subtotal	\$14,409
Iteris, Inc. Subtotal	\$23,171
Rincon Travel Mileage Subtotal	\$440
Note: values may not add up due to rounding.	

Rincon – Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project that are not included in the hourly rates above are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Petterson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Subconsultants – Standard Fee Schedule

Personnel	Hourly Rate
Iteris, Inc.	
Project Manager	\$245
Technical Lead/QA/QC	\$235
Planner	\$180
Associate Planner	\$165
Assistant Planner	\$135
HIP Investors	
Funding and Financing Lead	\$200
Funding and Financing Analyst	\$200

Project Schedule

The Rincon team is prepared to begin the work program described in this scope of work immediately upon authorization to proceed. As depicted on the following graphic, Rincon proposes to adhere to the timelines associated with the OPR grant agreement and will complete all OPR-grant funded tasks by January 2026. CEQA tasks will be completed by May 2026.

Estimated Schedule

Task	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	April 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026
Task 1: Project Meetings and Management																										
Task 1.1: Project Kick-off	█																									
Task 1.1.1: Project Check-in Meetings		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█				
Task 1.3: Project Management																										
Task 2: Community Outreach and Engagement																										
Task 2.2 Planning 101 Series																										
Task 2.3: Survey																										
Task 2.4: Community Meetings																										
Task 2.5 Walk-shops																										
Task 2.6: Advisory Group Meetings				█	█	█	█	█	█	█	█	█	█	█	█	█										
Task 2.7: Public Hearings																			█	█	█	█	█			
Task 3: General Plan Updates																										
Task 3.1 Existing Conditions																										
Task 3.2 Draft General Plan Update																										
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Task 7.4 Draft IS-ND																										
Task 7.5 Final IS-ND																										



2022
PROFESSIONAL SERVICES AGREEMENT
Climate Action and Resilience Plan – Phase I
Rincon Consultants, Inc. and City of San Fernando

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of October, 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and RINCON CONSULTANTS, INC., (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services to prepare Phase I of the Climate Action and Resilience Plan; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of October 17, 2022, under Agenda Item No. 10.

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 **December 31, 2023** (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as 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 Phase I of that certain Request for Proposals of CITY entitled "Climate Action and Resilience Plan", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for the City of San Fernando Climate Action and Resilience Plan" (hereinafter, the "CONSULTANT Proposal") dated October 10, 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

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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 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 of Phase I in accordance with “Proposed Cost by Task” (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Phase I Work contemplated under this Agreement, will not exceed the annual budgeted sum of **Fifty Thousand Dollars (\$50,000)** (hereinafter, the “Annual 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 Annual 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 Annual 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, 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 Kanika Kith, Director of Community Development (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 Erik Feldman, Principal, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to

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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.

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 in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member 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;

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- 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.

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 in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member 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.

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- 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: Erik Feldman (Principal-in-Charge), Reema Shakra (Project Manager), and Hannah Mize (Assistant Project Manager).
- 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 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.

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- 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.

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.

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- 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 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.

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- 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.

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

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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 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.

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- 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.
- 4.8 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in 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 authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's 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.

- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be 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 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.

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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.

- 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.

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- 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
 - 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 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:

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CONSULTANT:

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, CA 90012
Attn: Erik Feldman, LEED AP, Principal
Phone: 805-644-4455
Email: efeldman@rinconconsultants.com

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Community Development Dept.
Phone: (818) 898-1227

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 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.

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- 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.
- 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.

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- 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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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*
1044FC6C27C7490...
Nick Kimball, City Manager

Date: 12/20/2022 | 2:07 PM PST

APPROVED AS TO FORM:

DocuSigned by:
By: *Richard Padilla*
9E8788364A9F4FC...
Richard Padilla, City Attorney

Date: 12/20/2022 | 8:47 AM PST

RINCON CONSULTANTS, INC.:

DocuSigned by:
By: *Erik Feldman*
826304930C4C417...

Name: Erik Feldman

Title: Principal

Date: 12/14/2022 | 1:02 PM PST

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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: April 2, 2024

Subject: Presentation and Discussion of the Home Rehabilitation Loan Program

RECOMMENDATION:

It is recommended that City Council:

- a. Receive a presentation from staff related to the establishment of a Home Rehabilitation Loan Program;
- b. Provide direction to staff, as applicable; and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. In 1964, the City Council adopted Ordinance No. 888 to establish the Redevelopment Agency of the City of San Fernando. The San Fernando Redevelopment Agency (RDA) was authorized to conduct business and exercise its power under the State Community Redevelopment Law (State Redevelopment Law).
2. On August 2, 1982, the City Council adopted Resolution Nos. 5248 and 5249 to establish the City Rehabilitation Loan Program to assist with home repairs. This program was funded with property tax increment received through the San Fernando Redevelopment Agency.
3. On November 17, 1997, the Redevelopment Agency adopted Resolution No. 647 approving the "First Time Home Buyer Loan Program" that assisted with housing loan down payments. This program was also funded with property tax increment received through the San Fernando Redevelopment Agency.
4. On June 28, 2011, the Governor signed Assembly Bill ABX1 26 (AB 26) and ABX1 27 (AB 27) making certain changes to the State Redevelopment Law. The California Redevelopment Association and League of California Cities filed a lawsuit in the California Supreme Court (California Redevelopment Association, et al. v. Matosantos, et al., Case No. S194861) alleging

Presentation and Discussion of the Home Rehabilitation Loan Program

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that AB 26 and AB 27 were unconstitutional. As a result of the Supreme Court's decision on February 1, 2012, all redevelopment agencies were dissolved and replaced by successor agencies, which were designated as successor entities to the former redevelopment agencies. The amended State Redevelopment Law also removed redevelopment funds from cities, which resulted in the City's discontinuation of the First Time Home Buyer Loan Program and the Home Rehabilitation Loan Program.

5. On November 15, 2021, an item was placed on the agenda by then Councilmember Rodriguez asking City Council to consider using the City's low and moderate income housing funds from the former Redevelopment Agency to re-establish programs for low income housing loans and grant assistance. The City Council directed staff to bring the item back for further discussion.
6. On February 7, 2022, the City Council directed staff to move forward with the establishment of a new Housing Division and a Housing Coordinator position to administer loan and grant programs, homeless coordination services, and other housing related services.
7. On August 31, 2022, the new Housing Coordinator position was filled.
8. Beginning in 2022, the City contacted four (4) agencies: Neighborhood Housing Services of Los Angeles, New Economics for Women, an independent contractor administering a similar program in another city, and Gain Federal Credit Union (Gain FCU). Out of the four, Gain Federal Credit Union was the sole institution that expressed interest in administering the loan for the City.
9. On December 19, 2023, the COVID-19 Relief Programs Ad Hoc Committee convened to discuss and give direction to further develop the Home Rehabilitation Loan Program and present it to City Council for consideration of implementation.
10. On February 20, 2024, the City Council received a presentation from staff regarding the establishment of the Home Rehabilitation Loan Program. City Council directed staff to provide additional information related to the funding source of the program and interest rates.

ANALYSIS:

Home Rehabilitation Loan Programs (HRLP) serve the vital purpose of providing financial assistance to homeowners in need of renovating or repairing their properties. HRLPs aim to facilitate the revitalization of neighborhoods by empowering homeowners to invest in the improvement and upkeep of their residences. By offering accessible loans with favorable terms, such as low interest rates or flexible repayment options, HRLPs encourage individuals to undertake necessary repairs, address safety concerns, and enhance the overall quality and value of their homes. Ultimately, the overarching goal of a HRLP is to foster community development, promote housing stability, and contribute to the revitalization of urban and suburban areas.

Presentation and Discussion of the Home Rehabilitation Loan Program

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HRLPs are provided to very low, low, and moderate-income homeowners to rehabilitate their homes, eliminating safety hazards, improving substandard housing conditions, and enhancing the overall appearance of their properties.

On February 20, 2024, the City Council directed staff to gather additional information related to the Home Rehabilitation Loan Program. Responses to City Council questions are provided below.

Question 1: *What would be the impact of providing Home Rehab loans with a 0% interest rate?*

Reply: *Providing a 0% interest rate would provide a significant benefit to the borrower, and it would not impact the lending institution as they recover their costs through closing costs to the borrower and servicing fees to the City; however, the City would be subsidizing the administrative costs for servicing the loan. Additionally, it would reduce the amount of funding being returned through loan repayments on an annual basis and limit the ability for the City to fund future loans and create a sustainable, on-going program.*

Recommendation: *The current recommended interest rate is closely aligned with the Fannie Mae loans and other similar loan products offered by GAIN FCU. In the interest of recovering administrative costs and creating a sustainable rehab loan program, staff recommends establishing a program with some level of interest rate included.*

Question 2: *Are assets taken into account when determining lending?*

Reply: *Yes, assets are reviewed as part of the approval process.*

Recommendation: *N/A*

Question 3: *What safeguards can be put in place to ensure borrower does not borrow more than needed for repairs/improvements?*

Reply: *The loan funds can be dispersed based on final written estimates of the work to be performed. The loan can be approved with a cushion of 5-10% in case the job goes higher than the estimate.*

Recommendation: *Staff will include a requirement to submit a bid or estimate from a contractor outlining the proposed work as part of the pre-application process. In addition, before loan approval, staff will verify the estimate to determine final loan amount.*

Presentation and Discussion of the Home Rehabilitation Loan Program

Page 4 of 5

Question 4: *Can GAIN FCU provide funds directly to the contractor?*

Reply: *GAIN FCU faces limitations in directly disbursing payments to contractors or distributing funds incrementally to borrowers over time due to interest accrual. Funds could be issued in installments; however, this would require the City to open an account with GAIN FCU to hold the funds, but would still require the applicant to ultimately pay the contractor. The process in which this would occur is as follows: the applicant provides the City with an invoice from the contractor; the City would then request GAIN FCU to transfer funds from the City's account to the applicant's account; the applicant would issue payment to the contractor. This type of issuance of funds would change the classification of the loan to a line of credit resulting in changing method of payment calculation. The main concern is that borrowers would make payments based on the final loan amount, leading to potential discrepancies. For instance, if a borrower secures a \$50,000 loan but receives an initial disbursement of \$15,000, their payments would be calculated based on the full \$50,000 instead of the disbursed \$15,000. This scenario is not compatible with a standard fixed-rate/fixed-term loan.*

Recommendation: *Staff recommends keeping the proposed funding structure as is; however, with the modification of pre-application process to include written estimates to determine final loan amount this will ensure funds are based on proposed work.*

Question 5: *Clarify the funding source and whether or not ARPA funds were to be supplemental to an original funding amount.*

Reply: *The current scope of this project is for First Time Homebuyer Support & Rehab Loan Revolving Fund. The intent has been to supplement additional efforts rather than supplant the Low/Moderate Income Housing Fund.*

Prior to 2011, the Community Redevelopment Law authorized cities and counties to establish redevelopment agencies (RDAs) and capture any increase in property taxes generated within a project area (referred to as "tax increment") over a period of decades for expenditures to eliminate blight. State law required redevelopment agencies to deposit 20 percent of tax increment into a Low and Moderate Income Housing Fund to be used to improve and expand availability and supply of affordable housing. The San Fernando RDA used its LMIHF set aside to subsidize low-income development projects and provide housing loans to low-income qualified individuals. First Time Homebuyer and Rehab Loans had been allowable expenditures of the LMIHF prior to the state's dissolution of redevelopment agencies in 2012.

On August 6, 2012, the City made the election to assume the former RDAs housing responsibilities, which allowed the City to manage housing assets to be used to pay for administrative and housing project expenses in accordance with state law.

Presentation and Discussion of the Home Rehabilitation Loan Program

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However, dissolution law passed by the California legislature in 2013 further restricted LMIHF use, as outlined in the California Health and Safety Code Section 34176, which limits funding activities to:

- (1) Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor;*
- (2) Homeless prevention and rapid rehousing services for individuals and families who are homeless or would be homeless but for this assistance; and*
- (3) Development of housing affordable to and occupied by households earning 80 percent or less of the area median income*

Since the dissolution of the RDA, the City's LIMHF has been used primarily for category 1 to offset staff costs in the Community Development Department associated with monitoring outstanding loan repayments.

Recommendation: *The original request brought forward to Mayor Rodriguez was to use LMIHF to re-establish the First Time Homebuyer and Rehab Loan Revolving Fund Programs. The intent of the ARPA funds was to enhance a LMIHF funded program rather than ARPA being the sole funding source. However, based on further research by staff and the City Attorney's Office, it appears that changes in the California Health and Safety Code since dissolution of redevelopment agencies do not allow funding of First Time Homebuyer and Rehab Loan Revolving Fund Programs using the LMIHF.*

BUDGET IMPACT:

Based on Council's direction, ARPA funds or the Housing Fund will cover the allocated \$500,000 for the Home Rehabilitation Loan Program.

The Housing Fund (094) will cover associated closing and servicing fees per loan. Under the agreement with Gain FCU, the City will incur a flat rate of \$650 in closing fees per loan, alongside a monthly service fee integrated into the repayment structure. With an anticipated funding of approximately 15 loans, the total closing fees are estimated to be around \$9,750, while the servicing fees are projected to be approximately \$11,153.46 over the 15-year term. The cumulative administrative costs for closing and servicing fees are estimated to amount to about \$20,903.46.

The proposed outreach expenses of \$1,500 will be also be funded from the Housing Fund (094).

CONCLUSION:

It is recommended that City Council discuss and provide direction regarding interest rate, revised pre-application process and funding source.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: April 2, 2024

Subject: Discussion and Consideration to Award a Construction Contract to American Asphalt South, Inc. for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid from American Asphalt South, Inc., for construction services for Phase 3 of the Annual Street Resurfacing Project;
- b. Approve a construction contract (Attachment "A" - Contract No. 2237) with American Asphalt South, Inc., for an amount not-to-exceed \$1,800,173.60 for construction services for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743;
- c. Approve a 20% contingency of \$360,035 for any change orders due to unforeseen conditions or change in work; and
- d. Authorize the City Manager or his designee to execute the agreement and all related documents.

BACKGROUND:

1. On November 9, 2023, staff advertised a Notice of Inviting Bids (NIB) for Phase 3 of the Annual Street Resurfacing Project in the San Fernando Valley Sun Newspaper and on the City's website.
2. On December 14, 2023, the City received four (4) bids ranging in price from \$1,204,535.80 to \$1,583,132.20.
3. During December 2023, staff reviewed the bids to confirm that all the stated requirements within the NIB were met and to determine the lowest responsible bid.

Discussion and Consideration to Award a Construction Contract to American Asphalt South, Inc. for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743

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ANALYSIS:

The City has an ongoing Annual Street Resurfacing Program to address deferred maintenance and improve the general condition of approximately 50 miles of streets and alleys. The City utilizes approximately \$2 million received annually from various State and County agencies through special funding sources, including, but not limited to, Measure R, Measure M, SB 1, and State Gas Tax, to fund the street resurfacing program. With the current increases in construction costs, the City would only complete up to two miles of paving using traditional thin overlay pavement treatments, which is estimated to cost approximately \$1 million per mile. In order to meet the City Council's Strategic Goal of rebuilding the City's infrastructure, staff developed a plan in 2021 to address more of its streets through a much more cost effective slurry seal treatment rather the costly thin overlay treatment. Both Phase 1 and 2 were completed in 2023; Phase 1 involved slurry seal only and Phase 2 involved a two and three-step slurry seal process.

Phase 1 of Annual Street Resurfacing Project.

The Phase 1 Annual Street Resurfacing Project consisted of roadway resurfacing and concrete improvements on approximately 18 miles of City streets. A slurry seal application, which consists of a mixture of emulsified asphalt and aggregate, was installed on the streets as a preventative maintenance measure. This extensive undertaking began in September 2022 and was completed in May 2023.

Phase 2 of Annual Street Resurfacing Project.

The Phase 2 Annual Street Resurfacing Project consisted of roadway resurfacing and concrete improvements on an approximately 12 miles of City streets. Phase 2 areas required a more robust two and three-step slurry seal process for streets that were moderately-to-significantly deteriorated with cracks and potholes. The two-step process consist of constructing an Asphalt Rubber and Aggregate Membrane (ARAM) followed by a slurry seal on top. The three-step process consists of applying Microsurfacing, followed by ARAM, and covered by a slurry seal on top. The project commenced in May 2023 and was completed in September 2023. With the completion of Phases 1 and 2, approximately 60% of the City streets have been addressed through the preventative maintenance project.

Phase 3 of Annual Street Resurfacing Project.

Phase 3 of the Annual Street Resurfacing Project will focus on approximately two miles of streets that are moderately-to-significantly deteriorated with cracks and potholes, so a more robust three-step slurry seal process will be performed. These are streets that typically require an overlay treatment, which involves cold milling existing asphalt and placement of new asphalt. This three-step process involves multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays.

The bid solicitation was broken down in two parts; part one was a base bid which includes the majority of the street for the project and an alternate bid for possible work on additional streets.

Discussion and Consideration to Award a Construction Contract to American Asphalt South, Inc. for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743

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The streets that form part of the base bid include:

- First Street between North Maclay Avenue and Hubbard Avenue
- Macneil Street between Third Street and Library Street
- Kalisher Street between San Fernando Road and Hewitt Street and between Griffith Street and South City Limits
- Second Street between N Huntington Street and Hubbard Avenue
- San Fernando Road between Kittridge Street and South Brand Boulevard
- Hubbard Avenue between First Street and Fourth Street

In addition to paving activities, new striping and pavement markings will be installed, which include refreshing of house numbers on the curbs along the project limits.

The bid alternate, includes the same work as the base bid items, and adds approximately one additional mile of street improvements. The streets that form part of the additional work are the following:

- Fourth Street between Hubbard Avenue and North Workman Street
- Fourth Street between North Maclay Avenue and North Brand Boulevard
- Chatsworth Drive between San Fernando Road and South City Limits
- Hubbard Avenue Access Road between Second and Fourth Streets

The work along the main portion of Hubbard Avenue between First Street and Fourth Street and San Fernando Road between Kittridge Street and South Brand Boulevard involves crack sealing and microsurfacing, which consists of a pavement seal layer that preserves and extends its life.

Construction Management.

The City advertised a “Request for Proposal for Construction Management Services” and received a total of six (6) proposals. Staff analyzed the proposals and selected GMU as the construction management firm. GMU’s proposal in the amount of \$191,260 for construction management includes services such as inspection and testing of materials. GMU previously worked with the City on Phase 1 and 2 of the Annual Street Resurfacing Projects. Additionally, GMU is one of the City’s on-call pavement firms and a contract is already in place with construction management services as one of the approved scope of services.

Tree Inspections.

Staff took a proactive measure in evaluating potential concerns with trees that may affect the project due to them being overgrown or having other issues that can affect paving operations. During our evaluation, trees along Macneil Street were identified as having potential issues. The City contacted the City’s arborist, West Coast Arborists, to inspect several trees along Macneil Street to determine if the removal of roots that have grown under the asphalt will affect the health of the tree. The City will review the arborist report with the arborist in order to take any reasonable mitigation steps to avoid tree removals and meet with community members to discuss possible alternatives before removing trees.

Discussion and Consideration to Award a Construction Contract to American Asphalt South, Inc. for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743

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Bid Analysis.

The City’s pavement engineering consultant, GMU, and City staff reviewed the bids from the following four slurry seal contractors: Roy Allan Slurry Seal, Inc., Pavement Coatings Co., American Asphalt South, Inc., and All American Asphalt. The four contractors are all considered experienced at performing the more robust slurry seal scope for the three-step process discussed above. The lowest base bid came in at \$1,204,535.80. The alternate bid for additional work came in at \$595,637.80, which would add approximately another mile of street to be repaved.

BID RESULTS			
Contractor	Base Bid	Optional Extra Work	Total Amount
American Asphalt South, Inc.	\$1,204,535.80	\$595,637.80	\$1,800,173.60
Pavement Coatings Co.	\$1,236,613.36	\$659,995.08	\$1,896,608.44
Roy Allan Slurry Seal, Inc.	\$1,278,825.82	\$712,442.30	\$1,991,268.12
All American Asphalt	\$1,583,132.00	\$817,532.30	\$2,400,644.30

In order to maximize the amount of street work completed as part of Phase 3 and take advantage of economies of scale/opportunity cost, staff recommends including the bid alternate to include an additional 1 mile of street resurfacing as part of Phase 3. To fund the additional cost, staff recommends utilizing the City’s fiscal year 2024-2025 SB 1 allocation from the State. SB 1 funds are restricted and can only be used to fix or construct roads, freeways and bridges. Additional discussion of SB 1 funding is included in the Budget Impact section of this report.

BUDGET IMPACT:

The total cost to complete Phase 3 of the Annual Street Resurfacing Project is made up of three costs: The design cost of \$59,759, the base bid amount of \$1,204,535.80 plus a 20% contingency, the optional work amount of \$595,637.80 plus a 20% contingency and construction management in the amount of \$191,260 for a total project cost of \$2,411,228. The funding for the project will come from both State and Local sources. The State funding sources are Senate Bill 1 (SB 1: Fund 025) and Gas Tax (Fund 011) and Surface Transportation Program (Fund 022). The Local funds being utilized are Measure M (Fund 024), Measure R (Fund 012) and Proposition C (Fund 008).

A total of \$1,811,228 is appropriated within the Fiscal Year (FY) 2023-2024 Adopted Budget. With project completion slated for early FY 2024-2025, staff recommends using FY 2024-2025 SB 1 funds to cover the additional \$600,000 needed to cover the total cost of the project. Staff has confirmed with the California Transportation Commission that future SB 1 allocations can be utilized for projects that commenced in a previous fiscal year:

Discussion and Consideration to Award a Construction Contract to American Asphalt South, Inc. for Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project, Job No. 7621, Plan No. P-743

SOURCES		
Fund	Account Number	Allocation
Proposition C	008-3210-0000	\$ 200,000
State Gas Tax	011-3610-0000	\$ 144,242
Measure R	012-3210-0000	\$ 145,000
Measure M	024-3210-0000	\$ 345,000
SB 1	025-3623-0000	\$ 715,765
SB 1 (FY 24-25 Allotment)	025-3623-0000	\$ 600,000
Capital Outlay	032-3970-0000	\$ 101,908
STP-L	022-3664-0000	\$ 159,313
Total Sources:		\$ 2,411,228

USES		
Activity	Account Number	Cost
Design	008-311-0560-4600	\$ 59,759
Construction Management	008-311-0560-4600	\$ 191,260
Construction – Phase 3 including Optional Work	008/011/012/022/024/025/032-311-0560-4600	\$ 1,800,174
Contingency	008/011/012/024/025/032-311-0560-4600	\$ 360,035
Total Uses:		\$ 2,411,228

CONCLUSION:

It is recommended that the City Council accept the lowest responsible bid for Phase 3 of the Annual Street Resurfacing Project, approve an agreement with American Asphalt South, Incorporated and authorize the City Manager to execute the agreement and all related documents.

ATTACHMENTS:

- A. Contract No. 2237, including:
Exhibit "A": American Asphalt South Bid Proposal
- B. Map of Streets



CONSTRUCTION CONTRACT/AGREEMENT

FISCAL YEAR 2023-2024

PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743

THIS AGREEMENT, made and entered into this 2nd day of April 2024, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, (hereinafter referred to as "CITY") and AMERICAN ASPHALT SOUTH, INC., (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference as Exhibit "A": Approved **FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743**, (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated December 14, 2023.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **ONE MILLION EIGHT HUNDRED THOUSAND ONE HUNDRED SEVENTY-THREE DOLLARS AND SIXTY CENTS (\$1,800,173.60)**.

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **ninety (90) working days**.

CONSTRUCTION CONTRACT/AGREEMENT

CONTRACT NO. 2237

Fiscal Year 2023-2024, Phase 3, Annual Street Resurfacing Project

Job No. 7621, Plan No. P-743

Page 2 of 3

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT

CONTRACT NO. 2237

Fiscal Year 2023-2024, Phase 3, Annual Street Resurfacing Project

Job No. 7621, Plan No. P-743

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IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CITY OF SAN FERNANDO:

AMERICAN ASPHALT SOUTH, INC.:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

Date: _____

By: _____
Julia Fritz, City Clerk

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the
sum of _____ (\$_____)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract,
attached hereto, with the Owner dated _____ for _____
_____.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term thereof,
and any extensions thereof that may be granted by the Owner with or without notice of the
Surety, and during the life of any guaranty required under the contract, and shall also well and
truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any
and all duly authorized modifications of said contract that may hereafter be made, then this
obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or modification of the contract documents or of the work to be
performed thereunder shall in any way affect its obligations on this bond; and it hereby waives
notice of any and all such changes, extensions of time; and alterations or modifications of the
contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their
several seals the _____ day of _____, 2024, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by
each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the
sum of _____ (\$_____)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract,
attached hereto, with the Owner dated _____ for _____
_____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor
and material in the prosecution of the work provided for in said contract, and any and all duly
authorized modifications of each contract that may hereafter be made, then this obligation shall
be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the
heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons
named in Section 3181 of the Civil Code of the State of California for any materials, provisions,
provender or other supplies used in, upon, for or about the performance of the work or labor
performed by any such claimant or any amounts required to be deducted, withheld, and paid
over to the Franchise Tax Board from the wages of employees of the contractor and his
subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to
such work and labor, then said Surety will pay for the same, in the amount not exceeding the
sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable
attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons
named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their
assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or modification of the contract documents or of the work to be
performed thereunder shall in any way affect its obligations on this bond; and it hereby waives
notice of any and all such changes, extensions of time; and alterations or modifications of the
contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their
several seals the _____ day of _____, 2024, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by
each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ as Contractor, has by written agreement dated _____, 2024, entered into a contract with Owner for FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT JOB NO. 7621, PLAN NO. P-743 in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the

Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;
2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

(Surety)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$_____ per thousand.

Total amount of premium charge is \$_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:



**American Asphalt
South, Inc.**

P.O. BOX 7427, RIVERSIDE, CA 92513
www.americanasphaltsouth.com

RECEIVED

2023 DEC 14 A 10:50

CITY OF SAN FERNANDO
CITY CLERK

*City of San Fernando
City Clerk's Office
117 Macneil Street
San Fernando, CA 91340*

Sealed Bid: *Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing
Job No. 7621, Plan No. P-743*

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743**

The undersigned hereby proposes to furnish all labor, materials, notifications, equipment, tools, transportation, and services to perform all work required and to complete said work within **ninety (90)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

11-27-23
Dated

American Asphalt South, Inc.
Bidder


Signature

Jeff Petty
Name (Print/Type)

President
Title

**BID SCHEDULE
FISCAL YEAR 2023-2024 PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743**

STREETS IMPROVEMENTS BASE BID					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$ 175,000.00	\$ 175,000.00
2.	REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER SSPWC STANDARD PLAN 120-3	LF	410	\$ 96.80	\$ 39,688.00
3.	REMOVE AND CONSTRUCT PCC CURB TO MATCH EXISTING	LF	100	\$ 92.40	\$ 9,240.00
4.	REMOVE AND CONSTRUCT PCC CROSS GUTTER TO MATCH EXISTING	SF	60	\$ 48.40	\$ 2,904.00
5.	CRACK SEALING (HUBBARD AVENUE FROM FIRST STREET TO FOURTH STREET AND SAN FERNANDO ROAD FROM BRAND BOULEVARD TO KITTRIDGE STREET)	LS	1	\$ 15,850.00	\$ 15,850.00
6.	MICROSURFACING TYPE III	TN	730	\$ 256.20	\$ 187,020.00
7.	ARAM 3/8" SCREENINGS	SF	285,588	\$ 0.60	\$ 171,352.80
8.	EMULSION-AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	420	\$ 343.85	\$ 144,417.00
9.	6" DIG-OUTS REMOVAL	SF	13,000	\$ 2.15	\$ 27,950.00
10.	6" DIG-OUTS TYPE IIIC3 PG 64-10 (R15) AC CONSTRUCTION	TN	490	\$ 244.20	\$ 119,658.00
11.	FURNISH AND INSTALL SIGNING, CURB MARKINGS, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$ 125,000.00	\$ 125,000.00
12.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	127	\$ 580.00	\$ 73,660.00
13.	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	57	\$ 830.00	\$ 47,310.00
14.	ADJUST GAS VALVE BOX FRAME AND COVER TO GRADE	EA	6	\$ 580.00	\$ 3,480.00
15.	3-STEP PROCESS TEST STRIP (PER ALL PROJECT REQUIREMENTS)	LS	1	\$ 57,500.00	\$ 57,500.00
16.	RESIDENT NOTIFICATIONS	LS	1	\$ 4,500.00	\$ 4,500.00
SUBTOTAL ITEMS 1-16					\$1,204,535.80

STREETS IMPROVEMENTS					
OPTIONAL SCOPE: FOR FOURTH STREET, CHATSWORTH DRIVE, AND HUBBARD AVENUE					
FRONTAGE ROAD					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$ 65,000.00	\$ 65,000.00
2.	REMOVE AND CONSTRUCT PCC PANEL AT VARIOUS LOCATIONS	SF	240	24.20	5,808.00
3.	REMOVE AND CONSTRUCT PCC CURB TO MATCH EXISTING	LF	22	\$ 92.40	\$ 2,032.80
4.	REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER SSPWC STANDARD PLAN 120-3	LF	32	\$ 96.80	\$ 3,097.60
5.	MICROSURFACING TYPE III	TN	450	\$ 256.20	\$ 115,290.00
6.	ARAM 3/8" SCREENINGS	SF	227,639	\$ 0.60	\$ 136,583.40
7.	EMULSION-AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	330	\$ 244.90	\$ 80,817.00
8.	6" DIG-OUTS REMOVAL	SF	3,100	\$ 2.15	\$ 6,665.00
9.	6" DIG-OUTS TYPE IIIC3 PG 64-10 (R15) AC CONSTRUCTION	TN	120	\$ 244.20	\$ 29,304.00
10.	FURNISH AND INSTALL SIGNING, CURB MARKINGS, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$ 75,000.00	\$ 75,000.00
11.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	80	\$ 580.00	\$ 46,400.00
12.	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	30	\$ 830.00	\$ 24,900.00
13.	ADJUST GAS VALVE BOX FRAME AND COVER TO GRADE	EA	3	\$ 580.00	\$ 1,740.00
14.	RESIDENT NOTIFICATIONS	LS	1	\$ 3,000.00	\$ 3,000.00
SUBTOTAL OPTIONAL SCOPE ITEMS 1-14					\$ 595,637.80

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum Received: #1

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

CONTRACTOR INFORMATION

Company Name American Asphalt South, Inc
Address 2990 Myers Street, Riverside, CA 92503
Telephone (909)427-8276 Fax (909)427-8279 E-mail Jeff@americanasphalt.com

Type of Firm: Individual () Partnership () Corporation (X)

Corporation organized under the laws of the State of California

Contractor's License Number 784969 State CA Classification A Expiration Date 09/30/2024

DIR Registration Number 1000000645 Expiration Date 06/30/2025

Names and titles of all officers of the firm

Jeff Petty - President
Tim Griffin - Vice President
Tyler Skender - Secretary

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

- 1. NAME OF CITY OR BUSINESS See attached list
 CONTACT PERSON AND PHONE NO. _____
 TYPE/DATE OF WORK PERFORMED _____
 TOTAL CONTRACT AMOUNT \$ _____
- 2. NAME OF CITY OR BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 TYPE/DATE OF WORK PERFORMED _____
 TOTAL CONTRACT AMOUNT \$ _____
- 3. NAME OF CITY OR BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 TYPE/DATE OF WORK PERFORMED _____
 TOTAL CONTRACT AMOUNT \$ _____
- 4. NAME OF CITY OR BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 TYPE/DATE OF WORK PERFORMED _____
 TOTAL CONTRACT AMOUNT \$ _____
- 5. NAME OF CITY OR BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 TYPE/DATE OF WORK PERFORMED _____
 TOTAL CONTRACT AMOUNT \$ _____
- 6. NAME OF CITY OR BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 TYPE/DATE OF WORK PERFORMED _____
 TOTAL CONTRACT AMOUNT \$ _____

REFERENCE LIST

<u>AGENCY/CONTACT</u>	<u>PROJECT NAME</u>	<u>DOLLAR AMOUNT</u>	<u>DATE COMPLETED</u>
CITY OF TEMECULA CHRIS WHITE (951)308-6388	CITYWIDE SLURRY SEAL PROGRAM FY 2020-21	\$1,616,049.45	Feb-22
CITY OF WALNUT ALEX CASILLAS (909)594-9702	2021-2022 MAINTENANCE AREA 1 SLURRY SEAL PROJECT	\$715,919.60	Oct-21
CITY OF COSTA MESA ROBERT STAPLES (714)754-5303	CITYWIDE STREET SLURRY SEAL PROJECT (ZONES 6 AND 7)	\$600,507.51	Jan-22
CITY OF SIMI VALLEY ASHRAF ROSTOM (805)583-6415	FY 2020-21 ANNUAL CRACK SEAL PROGRAM	\$116,705.00	Nov-21
CITY OF MURRIETA BRIAN CRAWFORD (951)461-6047	2021 CITYWIDE SLURRY PROJECT CITY PROJECT NO. 21-445; CIP NO. 8137	\$3,034,261.11	Aug-22
CITY OF DELANO PEDRO NUNEZ (661)720-2256	REBID 2021 DELANO MUNICIPAL AIRPORT SLURRY SEAL IMPROVEMENT PROJECT	\$683,357.51	Sep-22
CITY OF YORBA LINDA FREDY CASTILLO (714)961-7170	FY 2020-21 ANNUAL PAVEMENT PRESERVATION PROJECT (ZONE 4 SLURRY SEAL)	\$692,827.92	Feb-22
CITY OF LA PALMA STEVE CANO (714)690-3325	MOODY STREET, CITY PROJECT NO. ST-362 AND ZONE 3 SLURRY SEAL IMPROVEMENTS CITY PROJECT NO. ST-363	\$455,676.44	Jan-22

REFERENCE LIST

<u>AGENCY/CONTACT</u>	<u>PROJECT NAME</u>	<u>DOLLAR AMOUNT</u>	<u>DATE COMPLETED</u>
RIVERSIDE COUNTY Paul Castillo (951)961-6184	SLURRY SEAL AND CURB RAMP ACCESSIBILITY PROJECT FY 2021-2022 DISSTRIC 1	\$2,531,940.65	DEC.2022
RIVERSIDE COUNTY Steve Wann (951) 961-5946	SLURRY SEAL AND CURB RAMP ACCESSIBILITY PROJECT FY 2021-2022 DISSTRIC 3	\$4,035,932.05	Jun-23
City of Palos Verdes Estates Elizabeth Becerra 310-750-9821	FY 21/22 Slurry Seal Project Malaga Cove	\$670,335.63	Nov-22
CITY OF CORONADO Dave Johnson (619) 522-2425	STREET PREVENTIVE MAINTENANCE FY 21/22	\$408,383.00	Feb-22
CITY OF LAKE FOREST TAYLOR ABERNATHY (949)461-3490	SLURRY SEAL FOR NON-ARTERIAL STREETS	\$1,334,137.13	Jan-23
CITY OF PALM DESERT RYAN GAYLER (760)346-0611	2021 SLURRY SEAL PROJOECT PROJECT NO. 751-21; CONTRACT NO. C42450	\$2,195,028.90	Nov-22
DE LUZ COMMUNITY ASSOC. JAMES EMMONS (951)696-0060	SLURRY SEAL PROJECT AT VARIOUS LOCATIONS	\$921,574.40	Mar-23
CITY OF POWAY JEFF BEERS (858)668-4624	2021-2024 MULTI -YEAR STREET MAINTENANCE PROJECT	\$1,315,984.97	Dec-22
CITY OF NEWPORT BEACH BEN DAVIS (949)644-3317	SLURRY SEAL PROGRAM PROOJECT NO. 21R04	\$996,825.61	Dec-22

CITY OF TEMECULA RYAN CASTILLO (951)551-8343	CITYWIDE SLURRY SEAL PROGRAM FY 2020-21	\$2,375,059.79	Dec-22
CITY OF RANCHO S. MARG. BRIAN DUGAN (949)635-1805	FY 21/22 ANNUAL RESIDENTIAL SLURRY SEAL	\$564,895.75	Sep-22
COUNTY OF VENTURA TERRY SMITH (805) 654-3984	PAVEMENT RESURFACING CAMARILLO HEIGHTS PROJECT 50626	\$856,235.97	Jan-23
CITY OF BUELLTON BRIDGET ELLIOTT (805) 688-5177	2021/22 ROAD MAINTENANCE PROJECT	\$384,557.30	Nov-22
CITY OF ORANGE YOUICHI NAKAGAWA (714) 744-5572	ANNUAL SLURRY SEAL AT VARIOUS LOCATIONS FY 2021/22	\$555,155.50	Dec-22
COUNTY OF INYO GREGORY WATERS (760)709-2232	KIGHT MANOR AND GRANDVIEW SLURRY SEAL PROJECT	\$506,725.01	Dec-22
CITY OF CYPRESS ALEX BANGEAN (714) 229-6694	STREET REHABILITATION PROJECT 313	\$344,382.05	Nov-22
CITY OF LA PALMA STEVE CANO (714)690-3325	HOUSTON AVE PROJECT ST-364 CRESENT AVE PROJECT ST-366 ZONE 5 SLURRY SEAL IMPROVEMENTS	\$476,672.57	Dec-22
CITY OF SAN FERNANDO MANUEL FABIAN (818* 898-1243	PHASE 2 ANNUAL STREET RESURFACING PROJECT JOB NO. 7619	3,342,163.12	Jun-23
COUNTY OF RIVERSIDE Paul Castillo (951)961-6184	DIST. 4&5 SLURRY SEAL & CURB RAMP ACCESSIBILITY PROJECT FY2022/23	1,923,722.05	Jun-23

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: American Pavement Systems, Inc.

Address of office, mill or shop: 1012 11th Street, Modesto, CA 95354

Specific description of subcontract: Test Strip & ARAM Installation

License No.: 943792 Amount of Subcontract: \$ 307,274.85

DIR Registration Number: 100000207 Expiration Date: 6/30/2025

Name under which subcontractor is licensed: Onyx Paving Company, Inc.

Address of office, mill or shop: 2890 E. La Cresta Ave, Anaheim, CA 92806

Specific description of subcontract: Partial Traffic Control, PCC & AC Pig-Outs

License No.: 630360 Amount of Subcontract: \$ 222,000.00

DIR Registration Number: 100004798 Expiration Date: 6/30/2024

Name under which subcontractor is licensed: Stendahl Enterprises LLC

Address of office, mill or shop: 11861 Branford Street, Sun Valley, CA 91352

Specific description of subcontract: Install Striping, Markings, Markers and Red Curbside Paint

License No.: 421823 Amount of Subcontract: \$ 121,000.00

DIR Registration Number: 100093938 Expiration Date: 06/30/2024

Name under which subcontractor is licensed: Manhole Adjusting, Inc.

Address of office, mill or shop: 9500 Beverly Road, Pico Rivera, CA 90660

Specific description of subcontract: Adjust Water Valves, Manholes, & Gas Valves

License No.: 398443 Amount of Subcontract: \$ 180,165.00

DIR Registration Number: 100004104 Expiration Date: 06/30/2024

**CERTIFICATE OF SECRETARY
OF ADOPTION OF RESOLUTION**

I, Tyler Skender (insert name of Secretary), do hereby certify that I am the Secretary of American Asphalt South, Inc. (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the 27th day of November, 2023 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____,
Jeff Rethy _____ President
Tim Griffin _____, Vice President and
Tyler Skender _____, secretary
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this 27th day of November, 2023.

[Signature]
Secretary Tyler Skender

Affix Seal

Board Resolutions May 12 2023

Item One: Board Members

Resolved that the following individuals have been appointed to a two year term Effective May 1, 2024 to April 2024 as member of the Board of Directors of American Asphalt South:

- Allan Henderson, CEO American Asphalt South
- Jeff Petty – President American Asphalt South
- Shel Waggener- CTO American Asphalt South
- Kelly Monahan – External Board Member
- Brad Humphrey – External Board Member

Item Two: Board Officers

Resolved that the following individuals have been appointed to a two year term Effective May 1, 2024 to April 2024 as Board Officers in the following positions:

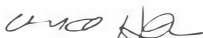
- Allan Henderson – Board President
- Jeff Petty – Board Vice President
- Shel Waggener – Board Secretary

Item Three: Company Officers

Resolved that the following individuals Approved as employed as Officers of American Asphalt South, Company Inc.

- Company Officers:
- Jeff Petty – Company President
 - Tim Griffin- Company Vice President
 - Tyler Skender- Company Secretary

Signed



box SIGN 4812166-4V8K2YZV

Allan Henderson
Board President

Jun 28, 2023



box SIGN 19201P32-4V8K2YZV

Jeff Petty
Board Vice President

Jun 28, 2023



box SIGN 4809918-488272ZY

Shel Waggener
Board Secretary

Jun 28, 2023

LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS American Pavement Systems, Inc.
1012 11th Street, Modesto, CA 95354
 CONTACT PERSON AND PHONE NO. Dave Pimley (209) 522-2277
 ITEM OR TYPE OF WORK PROPOSED ARAM
 PRICE OR AMOUNT \$ 307,274.85

2. NAME & LOCATION OF BUSINESS Onyx Paving Company, Inc.
2890 E. La Cuesta Ave, Anaheim, CA 92806
 CONTACT PERSON AND PHONE NO. Corey Arcsinner (714) 632-6699
 ITEM OR TYPE OF WORK PROPOSED PCC & AC Installation
 PRICE OR AMOUNT \$ 222,000.00

3. NAME & LOCATION OF BUSINESS Toro Enterprises, Inc.
P.O. Box 6285, Oxnard, CA 93031
 CONTACT PERSON AND PHONE NO. Ian Macleod (805) 483-4515
 ITEM OR TYPE OF WORK PROPOSED PCC & AC
 PRICE OR AMOUNT \$ 392,569.00

4. NAME & LOCATION OF BUSINESS Sterndahl Enterprises LLC
11861 Bcanford Street, Sun Valley, CA 91352
 CONTACT PERSON AND PHONE NO. Denny Sterndahl (818) 834-8199
 ITEM OR TYPE OF WORK PROPOSED Striping
 PRICE OR AMOUNT \$ \$121,000.00

5. NAME & LOCATION OF BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 ITEM OR TYPE OF WORK PROPOSED _____
 PRICE OR AMOUNT \$ _____

6. NAME & LOCATION OF BUSINESS _____
 CONTACT PERSON AND PHONE NO. _____
 ITEM OR TYPE OF WORK PROPOSED _____
 PRICE OR AMOUNT \$ _____

NON-COLLUSION AFFIDAVIT

FISCAL YEAR 2023-2024
PHASE 3, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7621, PLAN NO. P-743

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Jeff Petty, being first duly sworn, deposes and
says that he is President
(Sole owner, partner, president, secretary, etc.)

of American Asphalt South, Inc.
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date 11-27-23

Bidder American Asphalt South, Inc.

Jeff Petty
Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF Riverside)

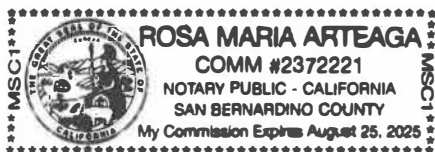
Jeff Petty
Name (Print/Type)
President
Title

On November 27, 2023 before me, Rosa Maria Arteaga

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

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

(Notary Seal)



Rosa Maria Arteaga
Signature of Notary Public

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:
that we, American Asphalt South, Inc. as Principal,
and Everest National Insurance Company as Surety,
are held and firmly bound unto the City of San Fernando in the sum of Ten Percent of Amount Bid (\$ 10% of Bid Amount)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above
bounden American Asphalt South, Inc.
to construct 2023-2024 Phase 3 Annual Street Resurfacing Project
(insert names of streets and limits to be improved) dated December 7th, 2023 is accepted by
the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors
and assigns, shall duly enter into and execute a contract for such construction, and shall execute
and deliver the two bonds described within ten (10) days (not including Sunday) from the date of
the mailing of a notice to the above bounden American Asphalt South, Inc.
by and from the said City of San Fernando that said contract is ready for execution, then this
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 16th day of
November, 2023.

Principal American Asphalt South, Inc.
By [Signature]
Its Jeff Petty - President
By _____
Its _____

Surety Everest National Insurance Company
By [Signature]
Its Sharon Smith, Attorney-in-Fact
By _____
Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
power of attorney must be attached to the bond to verify the authority of any party signing on
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

ATTN: Claims
100 Everest Way, Warren Corporate Center
Warren, NJ 07059

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On November 27, 2023 before me, Rosa Maria Arteaga- Notary
(insert name and title of the officer)

personally appeared Jeff Petty

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

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

WITNESS my hand and official seal.



Signature Rosa Maria Arteaga (Seal)

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

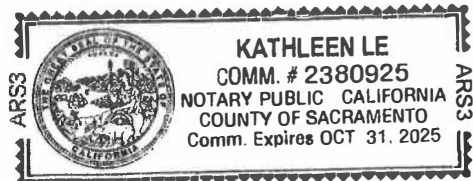
On November 16, 2023 before me, Kathleen Le, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

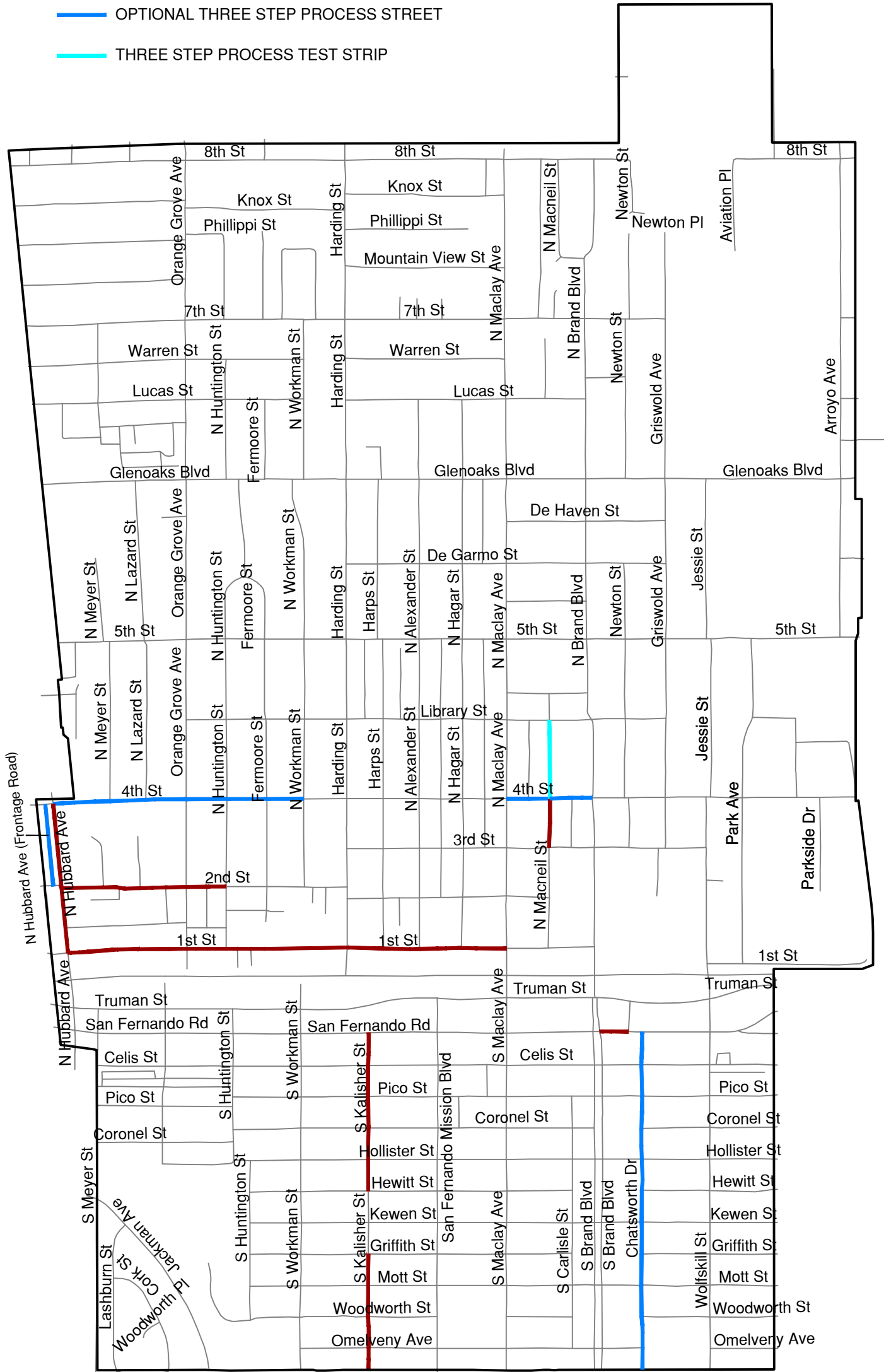
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 16th day of November 2023.



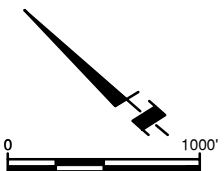
By: Sylvia Semerdjian, Assistant Secretary

LEGEND

- THREE STEP PROCESS STREET
- OPTIONAL THREE STEP PROCESS STREET
- THREE STEP PROCESS TEST STRIP



DRAWING: q:\2021\21-280-00\dwg\phase 3 final street map.dwg PLOTTED: 7/3/2023 4:19 PM BY: Christian Lucas



**San Fernando Phase 3
Street Map**



Date: July 03, 2023
Project No.: 21-280-00

Plate
1

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: April 2, 2024

Subject: Consideration and Discussion Regarding Councilmember Initiated Request to Agendize an Item for City Council Discussion

RECOMMENDATION:

It is recommended that the City Council review and provide direction to staff regarding the options on the process in which a Councilmember requests to agendize an item for City Council discussion for a future City Council meeting.

BACKGROUND:

1. On July 3, 1995, the City Council adopted Resolution No. 6434 (Attachment "A") approving a City Council Procedural Manual.
2. On August 7, 2000, the City Council adopted Resolution No. 6743 (Attachment "B") amending certain portions of the City Council Procedural Manual which included edits to Section 2.2 (Agenda Deadline) establishing procedures regarding Councilmember requests to place an item for discussion on an upcoming City Council meeting as follows:

2.2 AGENDA DEADLINE

- b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:
 - i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting.
3. In 2018, the City Council approved the use of a "Request to Agendize an Item for City Council Discussion" form (Attachment "C").

Consideration and Discussion Regarding Councilmember Initiated Request to Agendize an Item for City Council Discussion

Page 2 of 3

4. On March 18, 2024, Councilmember Fajardo brought an item for discussion regarding streamlining procedures for agenda item inclusion by Councilmembers. By consensus, the City Council directed staff to bring back to a future Council meeting with options for consideration to assist with the process of streamlining Councilmember requests to agendize an item for discussion, including a comparative analysis (Attachment "D") with other cities.

ANALYSIS:

City Councilmembers are elected representatives of their constituents and should have the ability to bring forward issues or topics that are important to the community for discussion and potential action by the Council. Providing a process for Councilmembers to request agenda items promotes transparency, accountability, flexibility, and reinforces the democratic process in governance. This ensures open discussion of public concerns, holding the City Council accountable to citizens. It allows Councilmembers to advocate for constituents and ensures relevant matters considered in the decision-making process addressing diverse challenges, fostering inclusivity and local democratic participation.

Providing a clear procedure and requiring certain information from Councilmembers requesting agenda items also serves to maintain the efficiency of council meetings and promotes transparency and accountability by requiring Councilmembers to justify the inclusion of agenda items based on their relevance to the community's needs and objectives. Requiring a base-line amount of information from the requesting Councilmember(s) prior to including an item on the agenda also facilitates informed decision-making and prevents last-minute additions that may not be urgent or essential and could disrupt the flow of the meeting.

Currently, the process for a City Councilmember to request to agendize an item for discussion at a City Council meeting is to submit a "Request to Agendize an Item for City Council Discussion" form to the City Clerk, along with any applicable exhibits, by 12:00 p.m. on the Wednesday preceding the Council meeting. There is no requirement for concurrence from a second Councilmember to agendize the matter. Upon receipt of the completed request form, City Clerk staff will prepare a one-page Administrative Staff Report. This report will include all documents submitted by the Councilmember relevant to the matter, along with the Councilmember's request form to have it included in the Agenda Packet for the upcoming Council meeting.

At the March 18, 2024 City Council meeting, Councilmember Fajardo agendized a discussion regarding proposed options to the current procedures for Councilmembers in the process of requesting to agendize an item for discussion as a way to enhance collaboration among Councilmembers and optimize staff resources. Councilmember Fajardo suggested that the requesting Councilmember obtain concurrence for support of, or lack of opposition to, adding the agenda item from at least one other Councilmember in order to bring the matter to the City Council for discussion.

The City Council discussed the current process and, by consensus, directed staff to bring back options that include:

Consideration and Discussion Regarding Councilmember Initiated Request to Agendize an Item for City Council Discussion

Page 3 of 3

1. Require the support of at least two Councilmembers to request to agendize an item for discussion using either one or both methods below:
 - a. Submitting the 'Request to Agendize an Item for City Council Discussion' form (to be amended) and would include the name of the requesting Councilmember as well as one other Councilmember supporting or has no opposition for the item.
 - b. Requesting to include an item for discussion during the Council meeting under the section of the agenda designated as "General City Council/Board Member Comments and Liaison Updates." This would also require a support or no opposition from one other Councilmember.
2. Amend the "Request to Agendize an Item for City Council Discussion" form (Attachment "E") to include a section for the co-sponsor Councilmembers name and add boxes to check off for "in support" or "not opposed";
3. Implement the new process for a 6-month trial period and return to City Council for consideration and to potentially adopt a resolution amending the City Council Procedural Manual to reflect applicable changes to the process.

The City Council also directed staff to provide a list of other cities in the region that have adopted a process for Councilmembers to request items to be placed on the Agenda. The list is included as Attachment "D".

BUDGET IMPACT:

City Council Procedural Manual updates are included in the City Clerk's regular work plan and therefore, included in the Fiscal Year 2023-2024 Adopted Budget.

CONCLUSION:

It is recommended that the City Council review and provide direction to staff regarding the options on the process in which a Councilmember requests to agendize an item for City Council discussion for a future City Council meeting.

ATTACHMENTS:

- A. Resolution No. 6434
- B. Resolution No. 6743
- C. Current "Request to Agendize an Item for City Council Discussion" form
- D. Comparative Cities Process Analysis
- E. Revised "Request to Agendize an Item for City Council Discussion" form

RESOLUTION NO. 6434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA PURSUANT TO GOVERNMENT CODE §36813, APPROVING A PROCEDURE MANUAL FOR THE CONDUCT OF CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA HEREBY RESOLVES:

WHEREAS, California Government Code Section 36813 authorizes a general law city to enact rules and regulations for the conduct and decorum of meetings of the City Council, and

WHEREAS, The City Council of the City of San Fernando, California has adopted a Manual of Procedures for the Conduct of City Council Meetings (the "Manual"), and

WHEREAS, The City Council of the City of San Fernando, California wishes to update and revise the Manual;

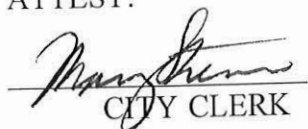
NOW THEREFORE, BE IT RESOLVED THAT:

SECTION 1: The attached PROCEDURE MANUAL FOR THE CONDUCT OF MEETINGS OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO is hereby adopted to govern the conduct and decorum of meetings of the City Council of the City of San Fernando, and shall take effect immediately upon approval.

APPROVED AND ADOPTED THIS 3rd DAY OF July, 1995


MAYOR

ATTEST:


CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I hereby certify that the foregoing resolution being No. 95-6434 was duly adopted by the City Council of the City of San Fernando at its meeting held on the 3rd day of July, 1995.

AYES: Ojeda, Wysbeek, Godinez, Baltierrez, Chacon - 5

NOES: None - 0

ABSENT: None - 0

ABSTAIN: None - 0



CITY CLERK

RESOLUTION NO. 6743

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO REGARDING PROCEDURES FOR PLACING
MATTERS ON CITY COUNCIL AGENDAS AND AMENDING
THE PROCEDURAL MANUAL FOR THE CONDUCT OF CITY
COUNCIL MEETINGS**

WHEREAS, agendas for meetings of the City Council frequently contain numerous items;

WHEREAS, City Staff must complete the City Council agenda in a timely manner in order to distribute it to members of the City Council in time to allow Council Members sufficient time to review the agenda items prior to the particular meeting;

WHEREAS, the City Council adopted a "Procedural Manual for the Conduct of City Council Meetings in the City of San Fernando" (the "Procedural Manual") by Resolution No. 6434 on July 3, 1995, providing for the conduct of City Council meetings in the City of San Fernando;

WHEREAS, it will promote the orderly preparation of agendas and the efficient conduct of meetings if additional procedures are established for the placement of matters on agendas of meetings of the City Council by members of the City Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDER AND RESOLVE AS FOLLOWS:

Section 1. The first paragraph of the "Preamble" of the Procedural Manual is hereby revised to read as follows:

"These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Council Members. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of state or federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the state or federal law controls."

Section 2. The title of Section 2 (Order of Business) of the Procedural Manual is hereby revised to read as follows: "Agenda Procedures and Order of Business."

Section 3. Section 2.2 (Agenda Deadline) of the Procedural Manual is hereby revised to read as follows:

“2.2 AGENDA DEADLINE

a. Any citizen requesting to place an item on the City Council agenda shall advise the City Clerk or the City Administrator in writing no later than 5:00 p.m. on the Monday preceding the meeting at which he/she wishes the item to be considered. The City Administrator shall make copies of such requests for City Council members prior to the next City Council meeting. If the City Administrator concludes that the matter is appropriate for Council consideration, it shall be placed on either of the next two regular City Council agendas.

b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:

1. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.2. of this Section 2.2, all items requested to be placed on an agenda by a Council Member shall appear on the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.

2. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Council Member unless the Council Member can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Council Member must follow the procedures set forth in paragraph b.1 above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading “Council Member Items.” The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.”

Section 4. Existing Sections 2.5 through 2.10 of the Procedural Manual are hereby renumbered Sections 2.6 through 2.11 respectively.

Section 5. A new Section 2.5 entitled "Approval of Agenda" is hereby added to the Procedural Manual to read as follows:

"2.5 APPROVAL OF AGENDA:

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items submitted by Council Members pursuant to paragraph b.2. of Section 2.2. A Council Member may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under Council Member Items. If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during Council Member Items."

Section 6. Section 2.10 (Non-Agenda Items) of the Procedural Manual is hereby revised to read as follows:

"No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2."

PASSED, APPROVED and ADOPTED this 7th day of Aug., 2000.



Silverio Robledo, Mayor

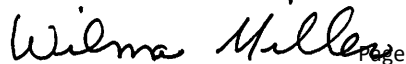
ATTEST:



Wilma Miller, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I, Wilma Miller, City Clerk of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted by the City Council and signed by the Mayor of said City at a meeting held on the 7th day of August 2000, and the same was passed by the following vote:
AYES: Robledo, Ramos, Hernandez, Di Tomaso - 4
NOES: None - 0
ABSENT: Montanez - 1



Wilma Miller, City Clerk

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
------	-------

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

**Comparative Cities Councilmember Initiated Requests to Agendize Item
As of March, 2024**

City	Population	What is the process for Councilmembers to initiate an item to the agenda for discussion?	Does the Councilmember require additional support/consensus?
City of Del Mar	4,000	Written request submitted prior to a future meeting Oral request at the meeting	2 or more Councilmembers
City of Ojai	7,500	Written request submitted prior to a future meeting Oral request at the meeting	2 or more Councilmembers
City of Westlake Village	9,000	Oral request made to the Council during the Council Comments period at a City Council meeting	Consensus of majority of the City Council
City of Calabasas	22,200	Request during Council Communications at a City Council meeting	1 Councilmember
City of Laguna Beach	22,400	Written request submitted prior to a future meeting	1 Councilmember
City of Menlo Park	31,600	Written request submitted prior to a future meeting	Majority Vote
City of West Hollywood	34,000	Written or oral requests prior to a Council meeting	1 Councilmember
City of Moorpark	35,000	Request during Council Communications at a City Council meeting	Consensus of majority of the City Council
City of La Puente	35,308	Written request submitted prior to a future meeting Oral request at the meeting	2 Councilmembers
City of Upland	78,700	Request during Council Communications at a City Council meeting	2 or more Councilmembers
City of El Monte	101,500	a. Request during Council Communications at a City Council meeting b. Written request submitted prior to a future meeting	a. Majority Vote b. 3 Councilmembers
City of Thousand Oaks	121,000	Request made at City Council meeting under "City Council Issues/Recommendations"	Consensus of majority of the City Council
City of Simi Valley	123,400	Request made at the City Council meeting under "General Comments/Request to agendize item to Future Council meeting"	2 or more Councilmembers
City of Sunnyvale	145,000	Request during Council Communications at a City Council meeting	2 or more Councilmembers
City of Santa Rosa	178,000	Written request submitted prior to a future meeting	1 Councilmember
City of Irvine	303,000	Written request submitted prior to a future meeting	2 or more Councilmembers

**REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL
DISCUSSION/CONSIDERATION**

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
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CO-SPONSOR CITY COUNCILMEMBER INFORMATION

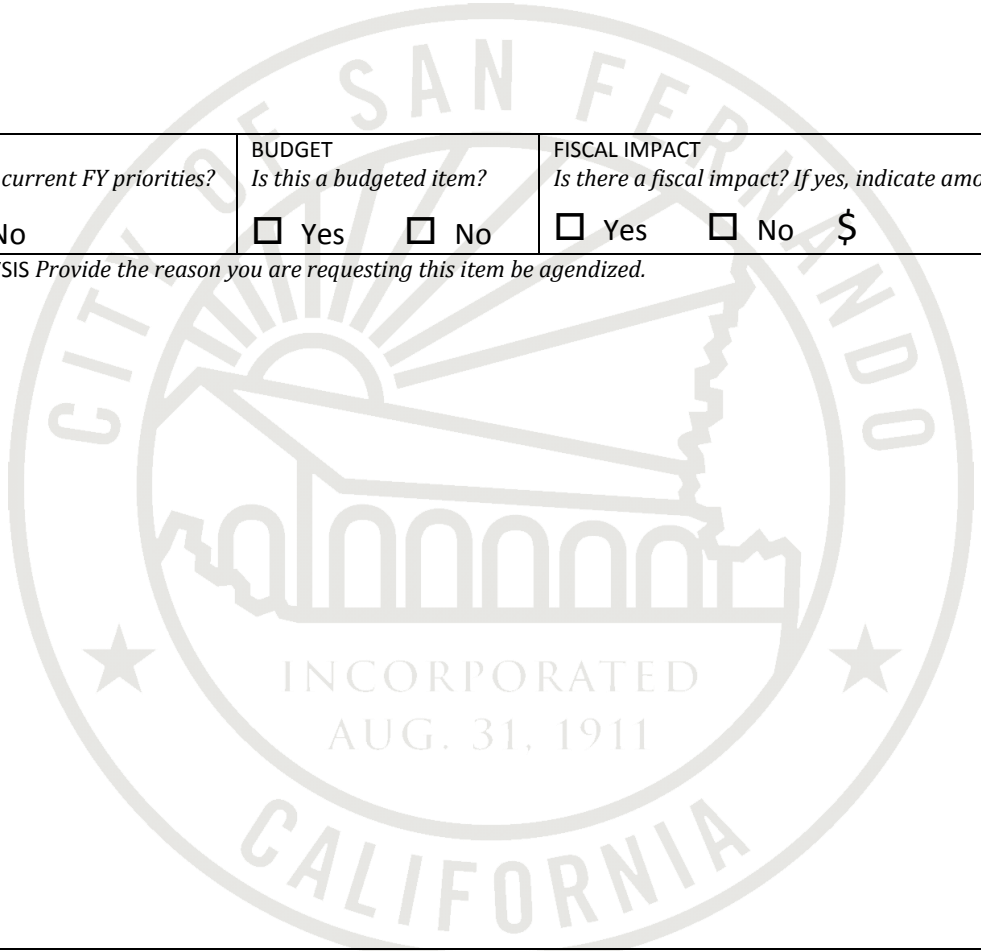
NAME	In Support Not Opposed
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*



ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: April 2, 2024

Subject: Discussion Regarding Continuation of the Recreation Scholarship Program

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 2, 2024 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

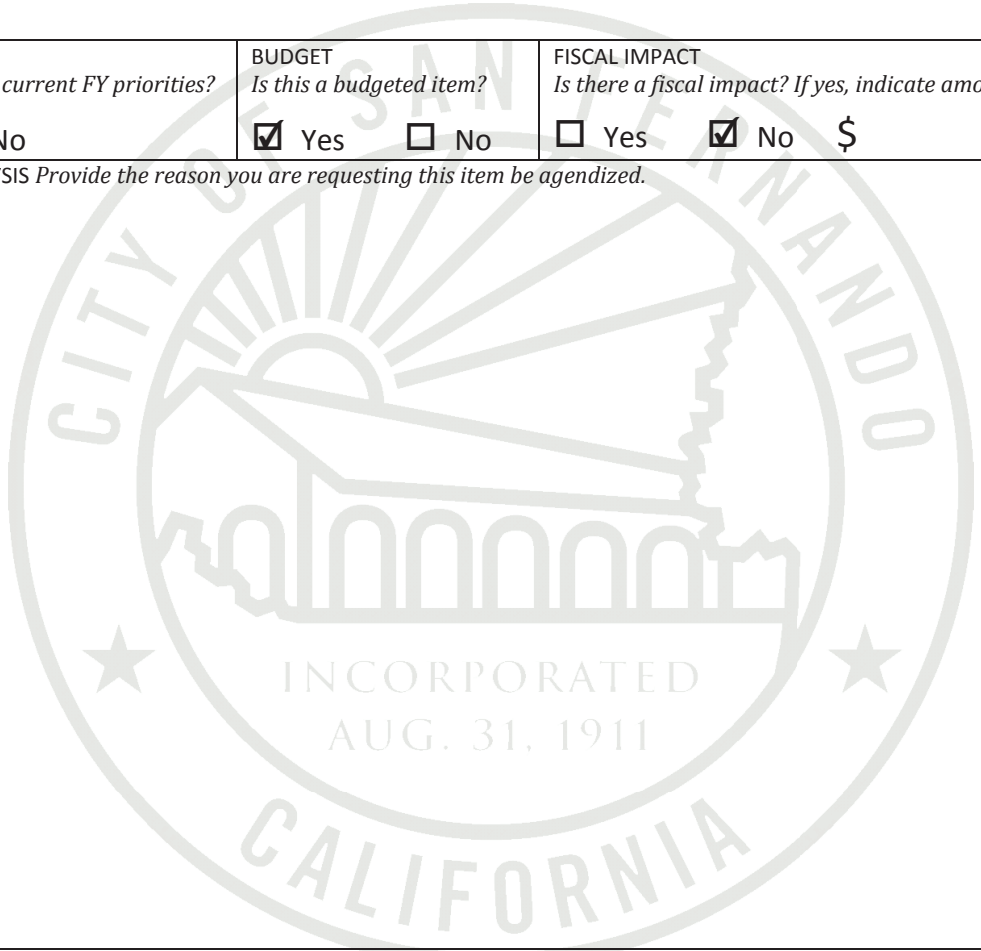
NAME Celeste Rodriguez	TITLE Mayor
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Continuation of the Recreation Scholarship Program

PRIORITIES <i>Is this included in the current FY priorities?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*
 See Attached



ATTACHMENTS *Do you have any attachments to include?*
 Yes No

RECOMMENDATION *Indicate the direction you are recommending.*
 It is recommended that City Council reallocate \$7,500 from unused facility fee waivers to support the Recreation Scholarship Program in both FY 2023-2024 and FY 2024-2025 for youth programming.

Agenda Attachment

Item: Continuation of the Recreation Scholarship Program

By: Mayor Celeste Rodriguez

In an effort to ensure access to all recreation activities for San Fernando residents, regardless of income, the Recreation Scholarship was created. Approved in April 2022, this program provides financial assistance to qualified residents to cover 50% of the cost of participating in City run recreation programs, including, but not limited to, summer day camp, adult and youth sports programs, San Fernando 1-mile run, and fitness classes. This has been made possible through the Council's allocation of \$25,000 from the Community Development Block Grant (CDBG) which are federal funds passed to the City through LA County.

Since the program was implemented in July 2022, 184 families have been helped and the full \$25,000 has been utilized. With the expiration of these funds, the CDBG Ad Hoc would like to discuss alternate ways to continue to support the scholarship program, especially as summer programming approaches. The most popular use of the Recreation Scholarship funds is for the Summer Day Camp, which typically receives about \$7,500 in fee waivers. The enrollment period for Summer Day Camp begins in May.

Currently, the City Council has a total of \$12,500 in discretionary fee waiver authority to apply to community groups that have requested fee waivers to utilize City facilities. Of the \$12,500 reserved annually, the following is the total utilized for each of the past four fiscal years:

FY 2020-2021: \$670

FY 2021-2022: \$400

FY 2022-2023: \$3,590

FY 2023-2024: \$486

Because no Councilmember has individually exceeded \$1000 annually, but may still wish to support local groups with fee waivers, it is recommended that Council direct staff to reduce the discretionary fee waiver to \$5000 total (\$1000 per Councilmember) and allocate the remaining \$7500 in unused fee waiver funds to the recreation scholarship program. Furthermore, staff recommends prioritizing scholarships for Summer Day Camp and youth programming.

It is recommended that City Council reallocate \$7,500 from unused facility fee waivers to recreation scholarships funds in both FY 2023-2024 and FY 2024-2025 to fund the Recreation Scholarship Program for youth programming.

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: April 2, 2024

Subject: Discussion Regarding Repair and Enhancement of Trash Enclosures to Support Community Beautification

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 2, 2024 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

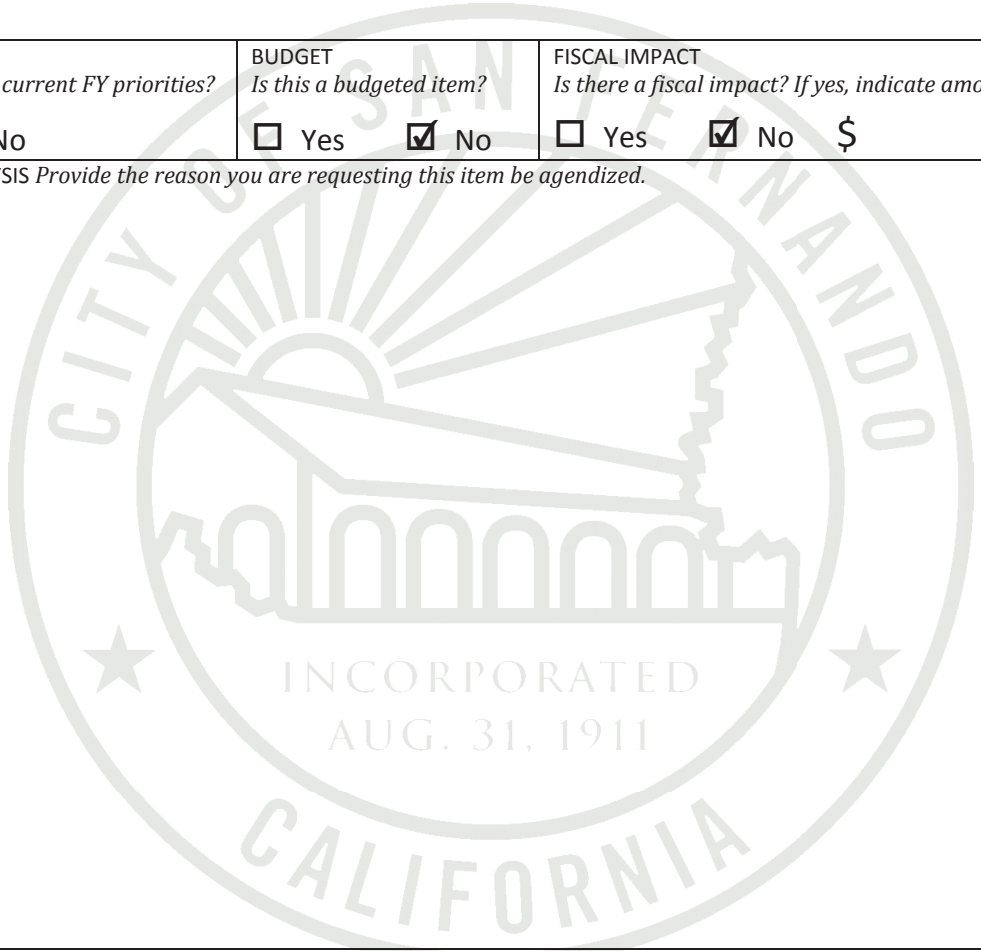
NAME Celeste Rodriguez	TITLE Mayor
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
Repair and Enhancement of Trash Enclosures to Support Community Beautification

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*
See Attached



ATTACHMENTS *Do you have any attachments to include?*
 Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that City Council instruct staff to utilize Measure W funds to rehabilitate the trash enclosures as described in the attached document.

Agenda Attachment

Item: Repair and Enhancement of Trash Enclosures to Support Community Beautification By: Mayor Celeste Rodriguez

The San Fernando City Council has made significant strides in meeting the strategic goals set forth to guide the City's work. These goals include responding to community needs, cultivating a stronger local economy, preserving a beautiful community, and pursuing environmental justice. While there are many highlights to point to, and there have been efforts to plan for future highlights, there are also challenges that persist. There are a number of trash enclosures in our business corridor, adjacent to public parking lots and main thoroughfares, that are visibly and reportedly unclean, unsafe, unattractive, deter patrons from our businesses, attract illegal behavior and can impact our water runoff. In late 2020 and early 2021, the City Council discussed these challenges along with other items related to trash and maintenance, which have continued to be public service priorities for our community. As a result of those conversations, some progress was made. This included the implementation of power washing and a study to implement a different trash collection strategy in the downtown mall. However, the immediate challenges that exist due to the dilapidated trash enclosures continue.

The CDBG Ad Hoc, which includes Mayor Celeste Rodriguez and Councilman Joel Fajardo, recommends addressing the trash enclosures immediately. Due to Measure W, there are available funds to make repairs and enhancements to the existing trash enclosures, including adding a roof, doors, and greenery to improve aesthetic, safety and cleanliness. This interim improvement while the City looks to improve trash disposal overall can provide an immediate benefit to our community without negatively impacting the budget.

Background on Measure W: In 2018, Los Angeles County voters approved Measure W, a special parcel tax funding the Safe, Clean Water Program (SCWP). This program provides local, dedicated funding to increase water supply, improve water quality and create community enhancements throughout the County while supporting compliance with federal clean water mandates and addressing climate change.

A key focus of the Safe, Clean Water Program is the concept of water capture, which involves collecting rainwater – cleaning it, storing it and using it locally. This can be achieved through a variety of methods, including nature-based solutions with a focus on a multi-benefit approach that takes into consideration how other environmental, community and economic benefits can be achieved.

It is recommended that City Council instruct staff to utilize Measure W funds to rehabilitate the trash enclosures as described above.

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: April 2, 2024

Subject: Discussion Regarding Creation of the San Fernando Community Center at Puig's House

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 2, 2024 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 Celeste Rodriguez	TITLE Mayor
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Creation of a the San Fernando Community Center at Puigs House

PRIORITIES <i>Is this included in the current FY priorities?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

In April 2019, San Fernando entered into a lease agreement with the Wild Horse Foundation for the former single family house at Pioneer Park. The foundation provided significant improvements to the property with the intention of creating a community center for youth-focused health and wellness programming. This investment in improvements exceeded \$125,000 and has resulted in a wonderful new space for our community. The lease enables the city to work with the foundation to pursue grants and ensure utilization of the site.

ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that Council Instruct staff to support the development of a community center at Puig's House through the renaming of the facility to San Fernando Community Center at Puigs House, co-apply to grants with the Wildhorse Foundation for family programming, and support the utilization of this city asset for the wellbeing of our community.