



CITY OF SAN FERNANDO  
REGULAR AND SPECIAL JOINT MEETING  
NOTICE AND AGENDA

CITY COUNCIL  
AND THE  
PLANNING AND PRESERVATION COMMISSION

MEETING AGENDA  
REGULAR AND SPECIAL JOINT MEETING – 6:00 PM  
MONDAY, OCTOBER 7, 2024

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

COUNCILMEMBER MARY SOLORIO  
REMOTE TELECONFERENCE LOCATION  
1425 HOLLISTER 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](mailto:cityclerk@sfcity.org) at least 2 business days prior to the 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.



## **SAN FERNANDO CITY COUNCIL AND PLANNING AND PRESERVATION COMMISSION**

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### **SUBMIT PUBLIC COMMENT VIA EMAIL**

Members of the public may submit comments **by email** to [cityclerk@sfcity.org](mailto: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.

### **CALL TO ORDER: 6:00 P.M.**

### **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 AND SPECIAL JOINT 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**

## SAN FERNANDO CITY COUNCIL AND PLANNING AND PRESERVATION COMMISSION

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- A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING SEPTEMBER 15, 2024 THROUGH OCTOBER 15, 2024 AS NATIONAL HISPANIC HERITAGE MONTH
- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR SEPTEMBER STUDENTS OF THE MONTH FOR POSITIVE ATTITUDE  
Olivia Martinez (Nueva Esperanza Charter Academy)  
Elena Robles (G3 Vaughn Next Century Learning)
- C. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO RETIRED LOS ANGELES UNIFIED SCHOOL DISTRICT SUPERVISOR AT MORNINGSIDE ELEMENTARY LUCIA CHAFFINO
- D. ANNUAL RECOGNITIONS
- BREAST CANCER AWARENESS MONTH – OCTOBER 2024
  - DOMESTIC VIOLENCE AWARENESS MONTH – OCTOBER 2024
  - CODE ENFORCEMENT OFFICER APPRECIATION WEEK – OCTOBER 6, 2024 THROUGH OCTOBER 12, 2024
  - DIGITAL INCLUSION WEEK – OCTOBER 7, 2024 THROUGH OCTOBER 11, 2024
  - INDIGENOUS PEOPLES' DAY – OCTOBER 14, 2024
- E. INTRODUCTION OF NEW EMPLOYEES

### **DECORUM AND ORDER**

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

### **PUBLIC STATEMENTS**

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

Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **12:00 p.m. the day of the meeting** to ensure distribution to the City Council and made part of the official public record of the meeting.

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**

## **SAN FERNANDO CITY COUNCIL AND PLANNING AND PRESERVATION COMMISSION**

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### **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. 24-101 approving the Warrant Register.

#### **2) UPDATES OF CITY COUNCIL APPROVED ENHANCEMENT/PROJECTS AND PRIORITIES**

Recommend that the City Council receive and file the status report for Fiscal Year 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

#### **3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT TO ACORN TECHNOLOGY SERVICES TO PROVIDE INFORMATION TECHNOLOGY MANAGED SERVICES**

Recommend that the City Council:

- a. Award a Professional Services Agreement to Acorn Technology Services (Contract No. 2301), in the amount not-to-exceed \$427,600, to provide professional Information Technology Managed Services for an initial two-year agreement through October 31, 2026, with an option to renew three (3), one-year extension terms for an amount not-to-exceed \$260,405 for the term ending October 31, 2027; and \$278,102 for the term ending October 31, 2028; and \$268,971 for the term ending October 31, 2029;
- b. Authorize contingency of 10% of the annual contracted services amount, for IT-related project costs and authorize City Manager to execute change orders as necessary up to contingency authority, within the annual authorized professional services IT Division (135) budget in a given fiscal year; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

#### **4) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH IPS SOLUTIONS INC. THROUGH SOURCEWELL FOR CURB MANAGEMENT TECHNOLOGIES WITH RELATED SERVICES**

Recommend that the City Council:

- a. Approve a Contract Services Agreement with IPS Solutions Inc. (Contract No. 2283) through Sourcewell's Cooperative Purchasing Program Contract No. 120423-IPS for an annual not-to exceed amount of \$40,000 for web-based Data Management System software and an annual

## **SAN FERNANDO CITY COUNCIL AND PLANNING AND PRESERVATION COMMISSION**

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not-to-exceed amount of \$150,000 for purchasing of smart meters and related equipment and services;

- b. Authorize the purchase of 91 IPS M5 smart meters for Phase Two of City-wide parking meter upgrades; and
- c. Authorize the City Manager, or designee, to execute the agreement and all related documents.

**5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A LETTER OF COMMITMENT TO THE COUNTY OF LOS ANGELES AS A SUBRECIPIENT APPLICANT FOR THE FEDERAL DIGITAL EQUITY COMPETITIVE GRANT PROGRAM**

Recommend that the City Council authorize the submittal of a letter of commitment to the County of Los Angeles as a subrecipient applicant for the Federal Digital Equity Competitive Grant Program to support efforts to achieve digital equity, promote digital inclusion activities, and spur greater adoption and use of broadband among the covered populations as defined in the Digital Equity Act.

**6) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE 911 CELL PHONE BANK PHONE IT FORWARD CHARITY CAMPAIGN AND APPROVE USE OF THE CITY SEAL**

Recommend that the City Council:

- a. Approve the Co-Sponsorship of “Phone it Forward” campaign with the 911 Cell Phone Bank and associated events that would benefit and support victims of domestic violence;
- b. Approve the use of the City seal on printed material and social media for “Phone it Forward” pursuant to City Council Ordinance No. 1724; and
- c. Authorize the participation in, and use of the City seal, for future “Phone it Forward” campaign and events, with City Manager approval.

**7) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES URBAN AREA SECURITY INITIATIVE FOR CYBERSECURITY MEASURES**

Recommend that the City Council authorize the preparation and submittal of a grant application to the California Office of Emergency Services Urban Area Security Initiative to enhance the Department’s cybersecurity.

**RECESS REGULAR CITY COUNCIL MEETING**

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### **CALL TO ORDER – SPECIAL JOINT MEETING OF THE CITY COUNCIL AND THE PLANNING AND PRESERVATION COMMISSION**

### **ROLL CALL – CITY COUNCIL AND PLANNING AND PRESERVATION COMMISSION**

### **PUBLIC HEARING – SPECIAL JOINT MEETING**

#### **8) A CONTINUED JOINT PUBLIC HEARING TO DISCUSS EXISTING CONDITIONS ANALYSIS AND OUTREACH FINDINGS FROM PHASE 1 OF THE DOWNTOWN MASTER PLAN AND RECEIVE INPUT FOR PHASE 2**

Recommend that the City Council and the Planning and Preservation Commission:

- a. Conduct a public hearing to receive a presentation on the existing condition analysis and outreach findings from Phase 1 of the Downtown Master Plan; and
- b. Pending public testimony, provide direction to staff before starting Phase 2 of the Downtown Master Plan.

### **ADJOURNMENT OF THE PLANNING AND PRESERVATION COMMISSION**

### **RECONVENE REGULAR CITY COUNCIL MEETING**

### **ADMINISTRATIVE REPORTS**

#### **9) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION UPDATING THE DESIGNATED POSITIONS TO THE CITY'S CONFLICT OF INTEREST CODE AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 81000**

Recommend that the City Council adopt Resolution No. 8333 designating positions subject to the City's Conflict of Interest Code as required by California Government Code Section 81000.

#### **10) RECEIVE AND FILE THE LAND AND OPEN SPACE INVENTORY STUDY/SAN FERNANDO PARK OPPORTUNITY PLAN REPORT FROM KOUNKUEY DESIGN INITIATIVES, INC.**

Recommend that the City Council:

- a. Receive and file the Land and Open Space Inventory Study Report/San Fernando Park Opportunity Plan from Kounkuey Design Initiatives, Inc.; and
- b. Provide staff direction, as appropriate.

## **SAN FERNANDO CITY COUNCIL AND PLANNING AND PRESERVATION COMMISSION**

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### **11) RECEIVE AND FILE A PRESENTATION REGARDING THE DOWNTOWN MALL AREA TRASH ENCLOSURE IMPROVEMENTS**

Recommend that the City Council:

- a. Receive and file a presentation on regarding recommended Downtown Mall area trash enclosure improvements;
- b. Provide staff direction, as appropriate.

### **12) RECEIVE AND FILE AN UPDATE ON THE IMPLEMENTATION OF THE HOMELESSNESS ACTION PLAN AND ANNUAL POINT-IN-TIME COUNT**

Recommend that the City Council receive and file an update on the implementation of the Homelessness Action Plan and annual Point-in-Time count.

### **13) DISCUSSION AND CONSIDERATION TO APPROVE PROFESSIONAL SERVICE AGREEMENTS TO NORTH VALLEY CARING SERVICES AND HOME AGAIN LOS ANGELES TO PROVIDE COMPREHENSIVE HOMELESS SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Home Again Los Angeles (Contract No. 2300) in an amount not to exceed \$157,200, to provide comprehensive homeless services;
- b. Approve a Professional Services Agreement with North Valley Caring Services (Contract No. 2299) in an amount not to exceed \$175,000, to provide comprehensive homeless services; and
- c. Authorize the City Manager, or designee, to make non-substantive edits and execute all related documents.

### **14) DISCUSSION AND CONSIDERATION TO APPROVE CO-SPONSORSHIP OF VETERANS OF FOREIGN WARS POST 3834 JOB FAIR EVENT AND USE OF THE CITY SEAL**

This item was agendized by Vice Mayor Mary Mendoza

### **15) UPDATE ON HOMELESS SERVICES PROVIDERS AND ACCOUNTABILITY METRICS**

This item was agendized by Councilmember Victoria Garcia

### **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

# SAN FERNANDO CITY COUNCIL AND PLANNING AND PRESERVATION COMMISSION

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## GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

### ADJOURNMENT

The City Council special joint meeting will adjourn to its next regular meeting on October 21, 2024.

### AFFIDAVIT OF POSTING

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.

Dated: \_\_\_\_\_ at: \_\_\_\_\_

Signed By: \_\_\_\_\_

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*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](http://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.*

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# **PRESENTATIONS - ANNUAL RECOGNITIONS**

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# Proclamation

## BREAST CANCER AWARENESS MONTH

October 2024

WHEREAS, during National Breast Cancer Awareness Month, we stand with the courageous women and men who have been diagnosed with breast cancer and honor those who have lost their battle to this terrible disease;

WHEREAS, as the second most common cancer affecting women, an estimated one in eight women will develop breast cancer over the course of their lifetime;

WHEREAS, cancer touches so many families across the country – including ours. It is up to all of us to continue fighting for a cure and to ensure that every American has access to the quality care they need;

WHEREAS, early detection is one of the most important strategies for treating breast cancer successfully, and regular screenings are the most reliable way to detect it early;

WHEREAS, this year marks the 34<sup>th</sup> anniversary of the National Breast and Cervical Cancer Early Detection program which provides free breast and cervical cancer screenings to low-income, uninsured, and underinsured women in every State, as well as many Tribal organizations and Territories; and

WHEREAS, as we observe National Breast Cancer Awareness Month, we are united in our commitment to ending breast cancer and improving the lives of all those affected by this illness. We applaud the advocates, medical professionals, researchers, and caregivers who dedicate their lives to making progress towards cures. This month, we stand in solidarity with breast cancer survivors across the country and reaffirm our commitment to advancing research efforts that deliver hope to patients everywhere.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM OCTOBER 2024 AS BREAST CANCER AWARENESS MONTH in the City of San Fernando and encourages residents to join in activities that will increase awareness of what can be done to prevent and control breast cancer, and pay tribute to those who have lost their lives to this disease.



  
CELESTE L. RODRIGUEZ  
MAYOR

  
MARY MENDOZA  
VICE MAYOR

  
JOEL FAJARDO  
COUNCILMEMBER

  
VICTORIA GARCIA  
COUNCILMEMBER

  
MARY-SOLORIO  
COUNCILMEMBER

October 7, 2024

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# Proclamation

## DOMESTIC VIOLENCE AWARENESS MONTH October 2024

WHEREAS, Domestic Violence affects millions, both woman and men, of every race, religion, culture and status. It's not just punches and black eyes. It's yelling, humiliation, stalking, manipulation, coercion, threats and isolation. It's stealing a paycheck, keeping tabs online, non-stop texting, constant use of the silent treatment, or calling someone stupid and so often they believe it;

WHEREAS, since the Violence Against Woman Act passed in 1994, society has come a long way. This landmark legislation, led by then Senator Joe Biden, combined new provisions that hold offenders accountable and provide programs and services for victims.

WHEREAS, between 1993 and 2010, the overall rate of domestic violence dropped nearly two-thirds and state laws have reformed to address issues such as dating abuse in the workplace, stalking, employment discrimination and more;

WHEREAS, every October, community members rededicate themselves to breaking the cycle. Nearly three out of four Americans personally know someone who is or has been a victim of domestic violence. Now is time to take a stand.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM OCTOBER 2024 AS DOMESTIC VIOLENCE AWARENESS MONTH in the City of San Fernando, and urges all citizens to support survivors and speak out against domestic violence during the month of October and beyond.



  
CELESTE Z. RODRIGUEZ  
MAYOR

  
MARY MENDOZA  
VICE MAYOR

  
JOEL FAJARDO  
COUNCILMEMBER

  
VICTORIA GARCIA  
COUNCILMEMBER

  
MARY SOLORIO  
COUNCILMEMBER

October 7, 2024

THE CITY OF  
SAN FERNANDO

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# Proclamation

## CODE ENFORCEMENT OFFICER APPRECIATION WEEK

October 6 - 12, 2024

**WHEREAS**, Code Enforcement Officers provide for the safety, health and welfare of citizens in communities throughout the state of California through the enforcement of local, state, and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health and life safety; and

**WHEREAS**, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving quality of life for residents and businesses of local communities; and

**WHEREAS**, the role of many code enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code of Enforcement Officers in their communities; and

**WHEREAS**, Code Enforcement Officers are dedicated, highly-qualified and highly-trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities and ensuring safety, and preserving property values through knowledge, training and application of housing, zoning, and nuisance laws; and

**WHEREAS**, Code Enforcement Officers often have a highly-visible role in the communities they serve and regularly interact with the public and a variety of federal, state, county, and local officials in their capacity as a Code Enforcement Officer; and

**WHEREAS**, the City of San Fernando wants to recognize and honor Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our communities.

**NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM THE WEEK OF** October 6-12, 2024, as Code Enforcement Officer Appreciation Week in the City of San Fernando and call upon its residents to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.



  
CELESTE L. RODRIGUEZ  
MAYOR

  
MARY MENDOZA  
VICE MAYOR

  
JOEL FAJARDO  
COUNCILMEMBER

  
VICTORIA GARCIA  
COUNCILMEMBER

  
MARY-SOLORIO  
COUNCILMEMBER

October 7, 2024





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# Proclamation

## DIGITAL INCLUSION WEEK

October 7 - 11, 2024

WHEREAS, broadband services are essential infrastructure for the twenty-first century and play an important role in providing access to knowledge and opportunities from communities locally and around the world;

WHEREAS, digital equity ensures all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy; and is necessary for civic and cultural participation, lifelong learning, and access to essential services;

WHEREAS, the COVID-19 pandemic has highlighted the need for broadband infrastructure and digital equity across the city, as 13.4 percent (848) total households Citywide do not have an internet subscription and 9.7 percent (613) total households Citywide do not have a computer.; to help meet this need, City of San Fernando is committed to promoting digital inclusion to ensure that all individuals and communities, including the most disadvantaged, have access to and the use of information and communication technologies;

WHEREAS, digital skills are a gateway for career advancement and crucial for economic growth, intergenerational wealth-building and prosperity.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM THE WEEK OF OCTOBER 7 - 11, 2024 AS DIGITAL INCLUSION WEEK in the City of San Fernando and encourages residents to join in raising awareness of digital equity and broadband access issues and doing all we can to close the digital divide.



*Celeste L. Rodriguez*  
CELESTE L. RODRIGUEZ  
MAYOR

*Mary Mendoza*  
MARY MENDOZA  
VICE MAYOR

*Joel Fajardo*  
JOEL FAJARDO  
COUNCILMEMBER

*Victoria Garcia*  
VICTORIA GARCIA  
COUNCILMEMBER

*Mary-Solorio*  
MARY-SOLORIO  
COUNCILMEMBER

October 7, 2024

THE CITY OF  
SAN FERNANDO

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# Proclamation

## INDIGENOUS PEOPLES' DAY

*October 14, 2024*

WHEREAS, the City of San Fernando is committed to protecting and advocating for justice, human rights, and the equal treatment of all people who live and work in the City of San Fernando; and

WHEREAS, the City recognizes that the indigenous peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City recognizes the dignity and diversity of the cultures, traditions, histories and aspirations of the City's peoples and indigenous ancestry; and

WHEREAS, the City values the contributions made to our City and our society through indigenous peoples' arts, knowledge, technology, science, philosophy, and culture; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 1990 Indigenous Leaders convened the First Continental Conference on 500 Years of Indian Resistance and unanimously passed a resolution to transform Columbus Day into an occasion to strengthen the process of continental unity in a struggle towards liberation, and to reveal a more accurate historical record; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians, a regional organization comprised of American Indians/Alaska Natives and tribes in the states of Washington, Idaho, Oregon, Montana, Nevada, Northern California, and Alaska, passed Resolution #11-57 for "Support to Change Columbus Day (2<sup>nd</sup> Monday of October) to Indigenous Peoples' Day."

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM OCTOBER 14, 2024, AS INDIGENOUS PEOPLES' DAY in the City of San Fernando, and calls upon public officials, educators, businesses, communities, volunteers, and all the people of San Fernando, to observe this day to honor and celebrate the thriving cultures and positive values of the Indigenous Peoples of our region.



CELESTE T. RODRIGUEZ  
MAYOR

MARY MENDOZA  
VICE MAYOR

JOEL FAJARDO  
COUNCILMEMBER

VICTORIA GARCIA  
COUNCILMEMBER

MARY SOLERIO  
COUNCILMEMBER

*October 7, 2024*

THE CITY OF  
**SAN FERNANDO**

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**Regular Meeting**  
**San Fernando City Council**

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Administrative Services

**Date:** October 7, 2024

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 24-101 (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. 24-101, including:
  - Exhibit A: Payment Demands/Voucher List

**RESOLUTION NO. 24-101**

**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. 24-101**

**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 7<sup>th</sup> day of October 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. 24-101, 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 7<sup>th</sup> day of October, 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 October, 2024.

\_\_\_\_\_  
Julia Fritz, City Clerk

vchlist  
10/02/2024 4:03:18PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237596	10/7/2024	891587 ABLE MAILING INC.	39613		MAILING AND FULFILLMENT SERVICES	
				13205	070-382-0000-4300	151.54
				13205	072-360-0000-4300	151.54
			39614		WATER ENV STORAGE-AUG	
					070-382-0000-4300	15.00
					072-360-0000-4300	15.00
					<b>Total :</b>	<b>333.08</b>
237597	10/7/2024	894406 ADVANCE AUTO PARTS	868142342		VEHICLE MAINT-PW8142	
					072-360-0000-4400	199.07
			868142432		VEHILCE MAINT-PK1169	
					041-320-0390-4400	19.07
					<b>Total :</b>	<b>218.14</b>
237598	10/7/2024	894683 AGILE OCCUPATIONAL MEDICINE PC	EM026460		HEP B VACCINES	
					001-133-0000-4260	400.00
			EM028597		DOT PHYSICAL	
					001-133-0000-4260	125.00
					<b>Total :</b>	<b>525.00</b>
237599	10/7/2024	894809 ALANIZ-LOPEZ, ADRIANA	TRAVEL		PER DIEM-CALPERS EDICATIONAL FOI	
					001-130-0000-4370	246.93
					<b>Total :</b>	<b>246.93</b>
237600	10/7/2024	100124 ALL-PHASE ELECTRIC SUPPLY CO.	0946-1094182		PARKING METER BATTERIES	
					029-335-0000-4300	852.45
					<b>Total :</b>	<b>852.45</b>
237601	10/7/2024	887695 AL'S KUBOTA TRACTOR	286515		VEHICLE MAINT-PK1169	
					041-320-0390-4400	140.36
					<b>Total :</b>	<b>140.36</b>
237602	10/7/2024	891069 AMERICAN ASPHALT SOUTH, INC.	2024-1923		PHASE 3 ANNUAL STREET RESURFACI	
				13176	025-311-0560-4600	102,246.80
				13176	121-311-0560-4600	164,715.52
					025-2037	-5,112.34

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237602	10/7/2024	891069 AMERICAN ASPHALT SOUTH, INC.	(Continued)			
					121-2037	-8,235.78
					<b>Total :</b>	<b>253,614.20</b>
237603	10/7/2024	894078 AMERICAN BUSINESS BANK	021		5% RETENTION HELD-UPPER RESERV	
					070-2037	5,881.35
					<b>Total :</b>	<b>5,881.35</b>
237604	10/7/2024	894228 ARROW LIFT OF CALIFORNIA	P-SI19559		LP PARK ELEVATOR MAINT	
					043-390-0000-4300	595.00
					<b>Total :</b>	<b>595.00</b>
237605	10/7/2024	100222 ARROYO BUILDING MATERIALS, INC	298524		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	070-383-0000-4310	111.29
			316619		FINANCE CHARGE	
				13257	070-383-0000-4310	2.99
					<b>Total :</b>	<b>114.28</b>
237606	10/7/2024	894671 ASET TRAINING	0097		ADULT CORRECTIONS OFFICER COUF	
					001-225-3688-4360	3,506.25
					<b>Total :</b>	<b>3,506.25</b>
237607	10/7/2024	889626 ASSETWORKS, INC	DC2536		ANNUAL RENEWAL FEE 12/01/24-11/30/	
					001-135-0000-4260	2,032.80
					<b>Total :</b>	<b>2,032.80</b>
237608	10/7/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-SEPT 2024	
					001-222-0000-4220	234.96
					<b>Total :</b>	<b>234.96</b>
237609	10/7/2024	889037 AT&T MOBILITY	287277903027X0908202		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	137.38
					<b>Total :</b>	<b>137.38</b>
237610	10/7/2024	892412 AT&T MOBILITY	287297930559X0910202		MDT MODEMS-PD UNITS-AUG 2024	
					001-222-0000-4220	1,024.78
					<b>Total :</b>	<b>1,024.78</b>

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237611	10/7/2024	889942 ATHENS SERVICES	17275086		STREET SWEEPING SERVICES-JULY 2	
				13275	011-311-0000-4260	17,443.40
			17486778		STREET SWEEPING SERVICES-AUG 20	
				13275	011-311-0000-4260	17,443.40
			17695886		STREET SWEEPING SERVICES-SEPT 2	
				13275	011-311-0000-4260	17,443.40
					<b>Total :</b>	<b>52,330.20</b>
237612	10/7/2024	893939 AXON ENTERPRISES, INC	INUS277159		BODY/VEHICLE CAMERA SYSTEM AND	
				12579	010-225-3698-4500	3,744.09
			INUS278115		BODY/VEHICLE CAMERA SYSTEM AND	
				12579	010-225-3698-4500	267.78
					<b>Total :</b>	<b>4,011.87</b>
237613	10/7/2024	893013 AYSON, LEILANI	SEPT 2024		INCLUSIVE ZUMBA INSTRUCTOR	
				13209	017-420-1337-4260	385.00
					<b>Total :</b>	<b>385.00</b>
237614	10/7/2024	889913 BALLIN, SYLVIA	JULY-2024		GLACVCD TRUSTEE MEMBER STIPEND	
					001-190-0000-4111	150.00
			SEPT 2024		COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
			SEPT-2024		GLACVCD TRUSTEE MEMBER STIPEND	
					001-190-0000-4111	150.00
					<b>Total :</b>	<b>400.00</b>
237615	10/7/2024	892784 BARAJAS, MARIA BERENICE	SEPT 2024		TOTAL BODY CONDITIONING CLASS IN	
				13210	017-420-1337-4260	882.00
					<b>Total :</b>	<b>882.00</b>
237616	10/7/2024	894842 BATTERY POWER INC	432299		BATTERY-WA8095	
					070-383-0000-4400	114.30
					<b>Total :</b>	<b>114.30</b>
237617	10/7/2024	888443 BAVCO	293202		MALL BACKFLOW REPAIRS & SUPPLIE	
					030-341-0000-4300	1,457.00
					043-390-0000-4300	267.01

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237617	10/7/2024	888443 888443 BAVCO	(Continued)			
					<b>Total :</b>	<b>1,724.01</b>
237618	10/7/2024	893591 BIOMEDICAL WASTE DISPOSAL	142638		BIOMEDICAL WASTE PICK-UP & DISPO	
					001-222-0000-4260	110.00
					<b>Total :</b>	<b>110.00</b>
237619	10/7/2024	888800 BUSINESS CARD	071024		SUPPLIES	
					001-222-0000-4300	17.62
			072524-2		BACKDROP	
					004-2380	48.49
			073124-2		OFFICE CHAIR	
					001-101-0000-4500	44.08
			081324		ANNUAL SUBSCRIPTION DUES	
					001-140-0000-4300	119.88
			082224-3		ITEM RETURNED	
					001-101-0000-4500	-44.08
			090624-2		DECORATIONS & SUPPLIES FOR SR C	
					004-2346	33.82
			090924-2		DECORATIONS & SUPPLIES FOR SR C	
					004-2346	151.65
			091024		ANKER NANO CHARGING STATION	
					001-222-0000-4300	50.70
			091124		WEATHERPROOF ELECTRICAL BOX	
					043-390-0000-4300	99.21
			091224		BUSINESS CARDS	
					001-222-0000-4300	74.97
			091624		LODGING DEP-SPRINGBROOK CONF C	
					001-130-0000-4370	213.27
			091624		RGSTR-ANNUAL CONF ON 11/13-11/15	
					001-310-0000-4360	650.00
			091724		DINNER FOR CC MTG-09/16/24	
					001-101-0000-4300	93.71
			091724		TRAINING-WORK ZONE SAFETY & TRA	
					001-370-0000-4360	1,300.00
			091824		UNIVERSAL MOUNTING PLATES	
					001-152-0000-4300	226.66
			092024		RGSTR-ANNUAL CONF ON 10/16-10/18	

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237619	10/7/2024	888800 BUSINESS CARD	(Continued)			
			092024		001-105-0000-4370 LODGING DEP-SPRINGBROOK CONF C	700.00
			092524		001-130-0000-4370 ITEMS FOR CITY YOUTH PROGRAM	275.51
					001-423-0000-4300	604.16
					<b>Total :</b>	<b>4,659.65</b>
237620	10/7/2024	888800 BUSINESS CARD	090624		LODGING-SLI TRAINING ON 09/08-09/11	
			090924		001-225-0000-4360 LODGING-TRAFFIC COLLISION INVEST	635.19
					001-225-0000-4360	445.52
					<b>Total :</b>	<b>1,080.71</b>
237621	10/7/2024	100466 CACEO	200031174		RENEWAL OF CERTIFIED CE OFFICER	
					001-152-0000-4380	210.00
					<b>Total :</b>	<b>210.00</b>
237622	10/7/2024	892464 CANON FINANCIAL SERVICES, INC	34926434	13206	FY 2024-2025 CANON COPIER LEASE-5	
					001-135-0000-4260	2,005.79
					<b>Total :</b>	<b>2,005.79</b>
237623	10/7/2024	892465 CANON SOLUTIONS AMERICA, INC.	6009189852	13211	FY 2024-2025 CANON MAINTENANCE 8	
			6009202454	13211	001-135-0000-4260 FY 2024-2025 CANON MAINTENANCE 8	26.87
					001-135-0000-4260	394.81
					<b>Total :</b>	<b>421.68</b>
237624	10/7/2024	894600 CARGILL, INCORPORATED	2909918310	13240	NSF CERTIFIED BULK SALT FOR THE II	
			2909954716	13240	070-384-0000-4300 NSF CERTIFIED BULK SALT FOR THE II	6,127.24
			2909965247	13240	070-384-0000-4300	6,155.34
			2909981064	13240	NSF CERTIFIED BULK SALT FOR THE II	6,111.88
			2909986050	13240	070-384-0000-4300 NSF CERTIFIED BULK SALT FOR THE II	6,109.81

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237624	10/7/2024	894600 CARGILL, INCORPORATED	(Continued)			
				13240	070-384-0000-4300	6,095.32
					<b>Total :</b>	<b>30,599.59</b>
237625	10/7/2024	891860 CARL WARREN & COMPANY	20671-20695		REIMB. TO ITF ACCT (LIABILITY CLAIMS	
					006-1037	17,851.87
					<b>Total :</b>	<b>17,851.87</b>
237626	10/7/2024	100652 CAVANAUGH & ASSOCIATES P.A.	WE.19.033-6	12433	LEVEL1 VALIDATION REVIEW OF WATE	
					070-381-0000-4270	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
237627	10/7/2024	100476 CCP INDUSTRIES INC.	CM00003669		CREDIT-ITEMS RETURNED	
			IN05080667		070-384-0000-4310 PPE SAFETY GEAR	-506.92
			IN05084209		070-384-0000-4310 PPE SAFETY GEAR	251.74
					070-384-0000-4310	673.39
					<b>Total :</b>	<b>418.21</b>
237628	10/7/2024	894010 CHARTER COMMUNICATIONS	0283057090524		LP PARK CABLE-09/05-10/04	
			187701601090124		001-420-0000-4260 PW OPS CABLE 09/05-10/04	279.33
			187701701090124		043-390-0000-4260 CH CABLE-09/05-10/04	140.12
			18770180190724		001-190-0000-4220 INTERNET SERVICES-09/10-10/09	189.83
			187702001090724		001-190-0000-4220	1,399.00
			187702401090724		PD 5G INTERNET SRVS-09/10-10/09 010-225-3698-4500	2,600.00
					RCS PARK CABLE SRV-09/10-10/09 001-420-0000-4260	260.51
					<b>Total :</b>	<b>4,868.79</b>
237629	10/7/2024	103029 CITY OF SAN FERNANDO	6600-6632		REIMB. TO WORKERS COMP ACCT	
					006-1038	19,968.85
					<b>Total :</b>	<b>19,968.85</b>

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237630	10/7/2024	890893 CITY OF SAN FERNANDO	FY24/25		FEE WAIVER-ALLEY CLOSURE FOR AV 001-190-0000-4430	1,544.36
					<b>Total :</b>	<b>1,544.36</b>
237631	10/7/2024	894794 CIVICA LAW GROUP, APC	13620	13188	CODE ENFORCEMENT LEGAL SERVI 001-152-0000-4270	2,723.56
			13621	13188	CODE ENFORCEMENT LEGAL SERVI 001-152-0000-4270	3,241.70
			13916	13188	CODE ENFORCEMENT LEGAL SERVI 001-152-0000-4270	829.95
			13917	13188	CODE ENFORCEMENT LEGAL SERVI 001-152-0000-4270	4,506.50
					<b>Total :</b>	<b>11,301.71</b>
237632	10/7/2024	894776 CLIMATE RESOLVE	INV-0308	13189	CARP II GRANT PARTNERS-JULY'24 110-150-0578-4270	5,158.83
					<b>Total :</b>	<b>5,158.83</b>
237633	10/7/2024	100805 COOPER HARDWARE INC.	139333	13255	MISCELLANEOUS SUPPLIES 070-384-0000-4310	298.61
			139864	13255	MISCELLANEOUS SUPPLIES 070-383-0000-4310	38.52
					<b>Total :</b>	<b>337.13</b>
237634	10/7/2024	892687 CORE & MAIN LP	U145713	13256	WATER SERVICE & FIRE HYDRANT SU 070-385-0700-4600	1,003.76
					<b>Total :</b>	<b>1,003.76</b>
237635	10/7/2024	100491 CPS HR CONSULTING	TR-INV004938		TESTING MATERIALS-COMM SRV OFFI 001-133-0000-4270	544.50
					<b>Total :</b>	<b>544.50</b>
237636	10/7/2024	893904 CRICKET CONSULTING	1526	13225	SCADA PROGRAMMING, EQUIP., INSTA 070-384-0000-4260	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
237637	10/7/2024	889794 CUELLAR, JULIE	SEPT 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00

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237637	10/7/2024	889794 889794 CUELLAR, JULIE	(Continued)			<b>Total :</b> 100.00
237638	10/7/2024	894159 DE LEON, CYNTHIA	JULY 2024	13213	LINE DANCE INSTRUCTOR 017-420-1362-4260	120.00
			SEPT 2024	13213	LINE DANCE INSTRUCTOR 017-420-1362-4260	105.00
					<b>Total :</b>	<b>225.00</b>
237639	10/7/2024	887121 DELL MARKETING L.P.	10771168767	13264	LAPTOP FOR MULTIPLE USERS 001-310-0000-4310	581.46
				13264	043-390-0000-4310	500.00
				13264	070-383-0000-4310	500.00
				13264	072-360-0000-4310	500.00
					<b>Total :</b>	<b>2,081.46</b>
237640	10/7/2024	891425 DIAZ, MARISOL	REIMB.		MISC SUPPLIES-SENIOR PROG 004-2383	31.95
					004-2346	51.99
					004-2382	60.98
					<b>Total :</b>	<b>144.92</b>
237641	10/7/2024	894082 ELIAS, LILIA LETICIA	OCT 2027		SENIOR DANCE CLEAN UP SERVICE-1 004-2380	208.00
					<b>Total :</b>	<b>208.00</b>
237642	10/7/2024	890879 EUROFINs EATON ANALYTICAL, INC	3800061511	13226	FULL-SERVICE ENVIRONMENTAL CITY 070-384-0000-4260	6,630.00
					<b>Total :</b>	<b>6,630.00</b>
237643	10/7/2024	103851 EVERSOF, INC.	091724		LATE FEES 070-384-0000-4260	1.76
			R2470798		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	58.45
			R2488552		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	59.33
			R2498179		WATER SOFTENER RENTAL-WELL 4A 070-384-0000-4260	240.24

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237643	10/7/2024	103851 103851 EVERSOF, INC.	(Continued)			Total : 359.78
237644	10/7/2024	893800 FAJARDO, JOANNE	AUG 2024	13282	SENIOR ZUMBA AND CHAIR ZUMBA IN: 017-420-1322-4260	333.00
			JULY 2024	13282	SENIOR ZUMBA AND CHAIR ZUMBA IN: 017-420-1322-4260	241.00
					Total :	574.00
237645	10/7/2024	101147 FEDEX	8-619-81549		COURIER SERVICES 001-190-0000-4280	31.25
					Total :	31.25
237646	10/7/2024	893029 FERGUSON WATERWORKS #1083	0033594	13247	FIRE HYDRANT, FIRE SVC, & WATER S' 070-385-0701-4600	1,139.57
					Total :	1,139.57
237647	10/7/2024	894251 FRANKLIN HAYNES MARIONETTES	55455		PUPPET SHOW-DAY OF THE DEAD EVE 004-2385	600.00
					Total :	600.00
237648	10/7/2024	894334 FRIEND, ERICA	SEPT 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					Total :	100.00
237649	10/7/2024	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER 001-222-0000-4220	43.23
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	43.23
			209-151-4943-081292		RADIO REPEATER 001-222-0000-4220	43.23
			818-361-2472-031415		PW PHONE LINES 070-384-0000-4220	760.97
			818-365-0007-060223		EOC PHONE LINES 001-222-0000-4220	453.82
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220	58.62
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220	45.43

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237649	10/7/2024	892198 892198 FRONTIER COMMUNICATIONS	(Continued)			Total : 1,448.53
237650	10/7/2024	893953 GALE, PAUL JOHN	SEPT 2024	13231	SHOTOKAN KARATE CLASSES 017-420-1326-4260	157.50
					Total :	157.50
237651	10/7/2024	894351 GARCIA, VICTORIA	TRAVEL		LODGING-CA. CONTRACT CITIES ASSC 001-101-0114-4370	390.14
			TRAVEL-2		PER DIEM-LEAGUE OF CA. CITIES 202 001-101-0114-4370	80.00
					Total :	470.14
237652	10/7/2024	894730 GONZALEZ, JESUS	REIMB.		CERT APPLICATION & DISTRIBUTION E 070-381-0000-4360	210.99
					Total :	210.99
237653	10/7/2024	894743 GR LANDSCAPING CORP	INV00009	13248	LANDSCAPE MAINT. AT VARIOUS WELL 070-384-0000-4260	2,150.00
					Total :	2,150.00
237654	10/7/2024	893344 GRAND ELECTRICAL SUPPLY	20324		SUPPLIES FOR REPAIRS 043-390-0000-4300	143.33
					Total :	143.33
237655	10/7/2024	894855 GUERRERO, RIGOBERTO	REIMB.		PARKING FEE-PC-832 TRAINING AT RIC 001-152-0000-4370	363.72
					Total :	363.72
237656	10/7/2024	894512 GUILLEN, JEANETTE	REIMB.		SUPPLIES FOR SENIOR CLUB & MILEA 004-2346	105.30
					001-420-0000-4390	4.96
					Total :	110.26
237657	10/7/2024	101436 HACH COMPANY	14127731		WATER QUALITY TESTING SUPPLIES 070-384-0000-4310	119.94
					Total :	119.94
237658	10/7/2024	888647 HDL SOFTWARE, LLC	SIN042250		BUSINESS LICENSE ADMIN SERVICES-	

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237658	10/7/2024	888647 HDL SOFTWARE, LLC	(Continued)			
			SIN043049	13241	001-130-0000-4260	57,667.73
				13241	BUSINESS LICENSE ADMIN SERVICES-	
					001-130-0000-4260	14,044.05
					<b>Total :</b>	<b>71,711.78</b>
237659	10/7/2024	890594 HEALTH AND HUMAN RESOURCE	E0328203		EAP-OCT 2024	
					001-133-0000-4260	250.90
					<b>Total :</b>	<b>250.90</b>
237660	10/7/2024	894664 HERNANDEZ, ROSARIO	101924		MUSIC-SENIOR DANCE ON 10/19/24	
					004-2380	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
237661	10/7/2024	893804 INDUSTRIAL SHOEWORKS	T105-0056022		SAFETY BOOTS	
					070-384-0000-4310	209.48
					<b>Total :</b>	<b>209.48</b>
237662	10/7/2024	893275 INTERWEST CONSULTING GROUP	631716		BUILDING PERMIT PLAN CHECK SERV	
				13227	001-2698	3,854.96
					<b>Total :</b>	<b>3,854.96</b>
237663	10/7/2024	894212 INVESTIGATIVE POLYGRAPH	458		BACKGROUND INVESTIGATION	
					001-222-0000-4270	1,300.00
					<b>Total :</b>	<b>1,300.00</b>
237664	10/7/2024	891777 IRRIGATION EXPRESS	15295731-00		IRRIGATION SUPPLIES FOR REPAIRS £	
			15295860-00	13258	043-390-0000-4300	108.41
			15296083-00	13258	IRRIGATION SUPPLIES FOR REPAIRS £	
					070-383-0000-4310	45.92
			15296641-00	13258	IRRIGATION SUPPLIES FOR REPAIRS £	33.35
			15296691-00	13258	IRRIGATION SUPPLIES FOR REPAIRS £	150.64
			15297326-00	13258	IRRIGATION SUPPLIES FOR REPAIRS £	232.74

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237664	10/7/2024	891777 IRRIGATION EXPRESS	(Continued)			
			15297347-00	13258	043-390-0000-4300	24.37
			15297850-00	13258	IRRIGATION SUPPLIES FOR REPAIRS £	
					043-390-0000-4300	10.74
			15297875-00	13258	IRRIGATION SUPPLIES FOR REPAIRS £	67.50
			15299317-00	13258	IRRIGATION SUPPLIES FOR REPAIRS £	81.72
				13258	043-390-0000-4300	43.78
					<b>Total :</b>	<b>799.17</b>
237665	10/7/2024	894144 JIMENEZ, DAVID	JULY 2024		MOVEMENT FOR LIFE INSTRUCTOR	
					017-420-1322-4260	77.00
					<b>Total :</b>	<b>77.00</b>
237666	10/7/2024	894853 JOE MAR POLYGRAPH	2024-09-006		POLYGRAPH SERVICES	
					001-222-0000-4270	250.00
					<b>Total :</b>	<b>250.00</b>
237667	10/7/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-54		UPPER RESERVOIR REPL CONSTR. MI	
				12145	121-385-0716-4600	8,338.75
					<b>Total :</b>	<b>8,338.75</b>
237668	10/7/2024	891008 JONES, KENNETH	TRAVEL		PER DIEM-MMASC ANNUAL CONFEREI	
					001-310-0000-4370	189.52
					<b>Total :</b>	<b>189.52</b>
237669	10/7/2024	893882 JTR	2764		WASTE TIRE PICK-UP	
					072-360-0000-4260	620.00
					<b>Total :</b>	<b>620.00</b>
237670	10/7/2024	894007 KARINA SWEEPING COMPANY	0030		JULY'24-SWEEPING SERVICES AT CITY	
			0031	13276	023-311-0000-4260	7,440.00
				13276	AUG'24-SWEEPING SERVICES AT CITY	7,440.00
					023-311-0000-4260	7,440.00
					<b>Total :</b>	<b>14,880.00</b>

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237671	10/7/2024	101764 KEYSTONE UNIFORM DEPOT	070575		PD UNIFORM 001-225-0000-4325	1,584.14 <b>Total : 1,584.14</b>
237672	10/7/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320-011	13075 13075	A LAND & OPEN SPACE INVENTORY S1 010-420-0516-4600 121-420-3689-4270	38,466.73 33,900.02 <b>Total : 72,366.75</b>
237673	10/7/2024	101971 L.A. MUNICIPAL SERVICES	004-750-1000 494-750-1000 500-750-1000 594-750-1000 657-750-1000 694-750-1000 757-750-1000 993-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210 WATER-12900 DRONFIELD 070-384-0000-4210 ELECRTCIC - 13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-14060 SAYRE 070-384-0000-4210 ELETRIC & WATER - 13180 DRONFIELD 070-384-0000-4210 WATER-14060 SAYRE 070-384-0000-4210 WATER-13003 BORDEN 070-384-0000-4210	16,358.37 159.71 104.50 7,983.52 7,011.23 14,470.85 28.19 485.22 <b>Total : 46,601.59</b>
237674	10/7/2024	894379 LAPPL/PROFESSIONAL DEVELOPMENT	47478416		FRONT LINE LEADERSHIP COURSE ON 001-222-0000-4300	525.00 <b>Total : 525.00</b>
237675	10/7/2024	894319 LENCHITAS TORTILLERIA	101924		TAMALES-SENIOR CLUB DANCE 004-2380	255.00 <b>Total : 255.00</b>
237676	10/7/2024	892444 LICEA, ALEXANDER	REPL-227420		RPL STL DTD CK-PER DIEM-ABC TRAIH 110-2140	90.00

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237676	10/7/2024	892444 892444 LICEA, ALEXANDER	(Continued)			<b>Total : 90.00</b>
237677	10/7/2024	101920 LIEBERT CASSIDY WHITMORE	274039 274040 274041 274042 274043		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	238.00 170.00 4,438.35 1,935.00 1,204.00 <b>Total : 7,985.35</b>
237678	10/7/2024	894868 LOPEZ, ALMA	841996		FACILITY RETAIL DEP REFUND 001-2220	165.00 <b>Total : 165.00</b>
237679	10/7/2024	101948 LOPEZ, LETICIA	TRAVEL		PER DIEM-CALPERS EDICATIONAL FOI 001-133-0000-4370	60.00 <b>Total : 60.00</b>
237680	10/7/2024	891080 LOPEZ, PATTY	SEPT 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 <b>Total : 100.00</b>
237681	10/7/2024	101974 LOS ANGELES COUNTY	AUG 2024	13245	ANIMAL CARE & CONTROL SERVICES 001-190-0000-4260	12,259.58 <b>Total : 12,259.58</b>
237682	10/7/2024	892477 LOWES	9747-72953 9747-74103 9747-92433 9747-99667		AIR FRESHENERS 043-390-0000-4300 REPL STOLEN WIRE ON BRAND 027-344-0000-4300 MISC SUPPLIES 027-344-0000-4300 SAFETY EAR PLUGS 001-311-0000-4300	69.60 253.94 178.74 129.92

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237682	10/7/2024	892477 892477 LOWES	(Continued)			Total : 632.20
237683	10/7/2024	102075 MAG-TROL ASSOCIATES, INC.	I248678		PARTS FOR UPPER RESERVOIR ELEC 070-384-0000-4330	40.35 Total : 40.35
237684	10/7/2024	890480 MARTINEZ, CECILIA	SEPT 2024		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00 Total : 100.00
237685	10/7/2024	894235 MAVERICK DATA SYSTEMS	274		ANNUAL SUBSCRIPTION 001-222-0000-4260	250.00 Total : 250.00
237686	10/7/2024	893200 MCKESSON MEDICAL-SURGICAL	22559135		MEDICAL SUPPLIES 001-225-0000-4350	170.76 Total : 170.76
237687	10/7/2024	894210 MELTON, ERICA D.	REIMB.		WELLNESS BENEFIT REIMB. FY24/25 001-130-0000-4140	750.00 Total : 750.00
237688	10/7/2024	893442 MENDOZA, MARY	TRAVEL		PER DIEM-LEAGUE OF CA. CITIES 2024 001-101-0107-4370	85.00 Total : 85.00
237689	10/7/2024	102226 MISSION LINEN SUPPLY	522311947 522349231	13252 13252	LAUNDRY SERVICES FOR PD 001-225-0000-4350 LAUNDRY SERVICES FOR PD 001-225-0000-4350	383.85 383.85 Total : 767.70
237690	10/7/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	108.03 Total : 108.03
237691	10/7/2024	102325 NAPA AUTO PARTS	6410-174423		SOCKET SET 041-320-0000-4310	147.74

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237691	10/7/2024	102325 NAPA AUTO PARTS	(Continued) 6410-174519		VEHICLE MAINT-PK1169 041-320-0390-4400	47.19 Total : 194.93
237692	10/7/2024	893348 NCSI	49067		BACKGROUND CHECKS 017-420-1362-4260 017-420-1330-4260	18.50 55.50 Total : 74.00
237693	10/7/2024	894781 NETXPERTS, LLC	INV1071 INV1090	13237 13237	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270 IT MANAGEMENT-SOC SRVS-SFPD ACI 001-135-0000-4270	12,475.00 600.00 Total : 13,075.00
237694	10/7/2024	894467 NORTH VALLEY CARING	AUG 2024 JULY 2024	12946 12946	HOMELESS STREET OUTREACH SERV 121-155-3689-4260 HOMELESS STREET OUTREACH SERV 121-155-3689-4260	13,707.29 13,707.29 Total : 27,414.58
237695	10/7/2024	102410 NORTHRIDGE HOSPITAL MEDICAL	83124		SART EXAM 08/16/24 & 08/20/24 001-224-0000-4270	3,780.00 Total : 3,780.00
237696	10/7/2024	102423 OCCU-MED, INC.	0924901		PRE-EMPLOYMENT PHYSICALS 001-133-0000-4260	2,547.75 Total : 2,547.75
237697	10/7/2024	894100 ODP BUSINESS SOLUTIONS , LLC	376031872001 381772998001 382078054001 382109589001		OFFICE SUPPLIES 070-384-0000-4300 VINYL PAD 070-381-0000-4300 TONERS 070-381-0000-4300 ITEMS RETURNED	138.84 258.94 631.80

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237697	10/7/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			382405507001		070-384-0000-4300 OFFICE SUPPLIES	-138.84
			382744250001		001-222-0000-4300 OFFICE SUPPLIES	62.06
			383061378001		001-222-0000-4300 OFFICE SUPPLIES	66.14
			383356158001		001-222-0000-4300 OFFICE SUPPLIES	163.32
			383671001001		001-222-0000-4300 OFFICE SUPPLIES	146.91
			383850197001		001-222-0000-4300 OFFICE SUPPLIES	218.71
			384125375001		070-383-0000-4300 OFFICE SUPPLIES	188.62
			384162074001		001-133-0000-4300 OFFICE SUPPLIES	47.53
			384163682001		001-133-0000-4300 OFFICE SUPPLIES	9.54
			384335639001		001-222-0000-4300 OFFICE SUPPLIES	189.73
			385945376001		001-222-0000-4300 OFFICE SUPPLIES	77.02
			385945476001		001-222-0000-4300 OFFICE SUPPLIES	206.93
			386062425001		001-222-0000-4300 OFFICE SUPPLIES	111.12
						94.03
					<b>Total :</b>	<b>2,472.40</b>
237698	10/7/2024	894123 OLIVAREZ MADRUGA LAW	255117		LEGAL SERVICES - JULY 2024	
			25516		001-110-0000-4270 LEGAL SERVICES - JULY 2024	88.20
					001-110-0000-4270	19,311.60
					<b>Total :</b>	<b>19,399.80</b>
237699	10/7/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-184992		VEHICLE MAINT-PW8142	

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237699	10/7/2024	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-187190		072-360-0000-4400 VEHICLE MAINT-PK1169	71.64
			4605-188697		041-320-0390-4400 OIL	45.60
			4605-189696		041-1215 VEHICLE MAINT-PK0935	85.96
			4605-189698		041-320-0390-4400 OIL FILTERS	10.41
			4605-189699		041-1215 VEHICLE MAINT-PW1271	13.79
					072-360-0000-4400	80.45
					<b>Total :</b>	<b>307.85</b>
237700	10/7/2024	893984 ORTEGA, ADAN	NOV 2023-AUG 2024		MWD REPRESENTATIVE STIPEND	
					001-101-0000-4111	1,250.00
					<b>Total :</b>	<b>1,250.00</b>
237701	10/7/2024	894056 PACIFIC HYDROTECH CORPORATION	021	12642	UPPER RESERVOIR REPLACEMENT PI	
					070-385-0716-4600	117,626.91
					070-2037	-5,881.35
					<b>Total :</b>	<b>111,745.56</b>
237702	10/7/2024	102624 PITNEY BOWES	1026021906		FOLDING MACHINE MAINT-THRU SEPT	
					070-382-0000-4300	330.00
					072-360-0000-4300	330.00
					<b>Total :</b>	<b>660.00</b>
237703	10/7/2024	894838 POWER OF GOD NOW MINISTRIES	FY24/25		CIF: BACKPACKS & SCHOOL SUPPLIES	
					053-101-0114-4430	50.00
					<b>Total :</b>	<b>50.00</b>
237704	10/7/2024	894746 PRECISION CIVIL	30304	13178	MIXED USE OVERLAY-AUG 2024	
					001-150-0000-4270	3,692.50
					<b>Total :</b>	<b>3,692.50</b>
237705	10/7/2024	888789 PRO FORCE LAW ENFORCEMENT	556355		TASER CARTRIDGES	

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237705	10/7/2024	888789 PRO FORCE LAW ENFORCEMENT	(Continued)	13234	001-222-0000-4300	4,768.21
					<b>Total :</b>	<b>4,768.21</b>
237706	10/7/2024	890004 PTS	2126717		PD PAY PHONE - OCT 2024 001-190-0000-4220	88.00
					<b>Total :</b>	<b>88.00</b>
237707	10/7/2024	893970 QUADIENT INC.	40234610		SEALING KIT 001-190-0000-4280	36.38
					<b>Total :</b>	<b>36.38</b>
237708	10/7/2024	102738 QUINTERO ESCAMILLA, VIOLETA	SEPT 2024	13217	SENIOR MUSIC CLASS INSTRUCTOR 017-420-1323-4260	800.00
					<b>Total :</b>	<b>800.00</b>
237709	10/7/2024	102855 RIO HONDO COLLEGE	X24-240-ZSFN		FTO TRAINING 001-225-0000-4360	178.00
					<b>Total :</b>	<b>178.00</b>
237710	10/7/2024	894628 RIVAS, SEAN MICHAEL	SEPT 2024		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
237711	10/7/2024	893774 RJS WORK BOOTS LLC	101-34172 101-34301		SAFETY BOOTS 072-360-0000-4310 SAFETY BOOTS 070-383-0000-4310	295.65 305.51
					<b>Total :</b>	<b>601.16</b>
237712	10/7/2024	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-1055994		REPL STREET LIGHT COBRA HEADS 027-344-0000-4300	2,319.75
					<b>Total :</b>	<b>2,319.75</b>
237713	10/7/2024	887165 RYAN HERCO PRODUCTS CORP	B321903		VALVES FOR BRINE TANKS TREATMEN 070-384-0000-4320	558.31
					<b>Total :</b>	<b>558.31</b>

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237714	10/7/2024	892856 SALAS, JUAN	REIMB.		REIMB. OF VARIOUS ITEMS 004-2380 004-2346 001-422-0000-4380	236.18 37.91 170.00
					<b>Total :</b>	<b>444.09</b>
237715	10/7/2024	891253 SAN FERNANDO SMOG TEST ONLY	1593		SMOG TEST - WA4416 - E1205854 041-320-0000-4450	68.00
					<b>Total :</b>	<b>68.00</b>
237716	10/7/2024	887466 SIMON'S POWER EQUIPMENT, INC.	236252		BLADES 043-390-0000-4300	366.80
					<b>Total :</b>	<b>366.80</b>
237717	10/7/2024	892619 SIMONZAD, BENNY	REIMB. TRAVEL		LUNCH-PEER SUPPORT TRAINING ON 110-220-3644-4370 PER DIEM-SLI TRAINING ON 10/06-10/0 001-225-0000-4360	45.00 135.00
					<b>Total :</b>	<b>180.00</b>
237718	10/7/2024	103184 SMART & FINAL	0148 0210 0211		CALLES VERDES EVENT 001-310-0000-4300 CALLES VERDES EVENT 001-310-0000-4300 BREAK ROOM SUPPLIES 001-222-0000-4300	36.55 104.70 88.87
					<b>Total :</b>	<b>230.12</b>
237719	10/7/2024	894436 SOLORIO, FRANCISCO JAVIER	SEPT 2024		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
237720	10/7/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	700224888278 700301226571 700360580265		ELECTRIC-801 EIGHTH 043-390-0000-4210 ELECTRIC-1117 2ND ST 043-390-0000-4210 ELECTRIC-910 FIRST	9.42 14.57

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237720	10/7/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			700363532503		043-390-0000-4210 ELECTRIC-117 MACNEIL	11,632.92
			700577150347		043-390-0000-4210 ELECTRIC-190 PARK AVE	18,855.26
			700826276457		027-344-0000-4210 ELECTRIC-METER FOR MALL-MACLAY	1,069.05
					030-341-0000-4210	44.20
					<b>Total :</b>	<b>31,625.42</b>
237721	10/7/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS-CNG STATION 074-320-0000-4402	10,686.56
					<b>Total :</b>	<b>10,686.56</b>
237722	10/7/2024	894311 SPECTRUMVOIP	424911		CITYWIDE LONG DISTANCE VOIP-OCT 001-190-0000-4220	226.66
					<b>Total :</b>	<b>226.66</b>
237723	10/7/2024	893935 STAGE PLUS INC	374424-1_SANFER 1	13280	STAGE & SOUND PRODUCTION FOR C 001-424-1386-4260	7,528.00
			375624-1_SANFER 1	13280	STAGE & SOUND PRODUCTION FOR C 001-424-0000-4260	6,228.00
			375924-1_SANFER 2	13280	STAGE & SOUND PRODUCTION FOR C 001-424-0000-4260	6,228.00
			376524-1_SANFER 3	13280	STAGE & SOUND PRODUCTION FOR C 001-424-0000-4260	6,228.00
			376924-1_SANFER 4	13280	STAGE & SOUND PRODUCTION FOR C 001-424-0000-4260	6,228.00
					<b>Total :</b>	<b>32,440.00</b>
237724	10/7/2024	100540 STATE CONTROLLER'S OFFICE	FTB-00006663		FTB COLLECTION FEE 001-222-0000-4260	13.16
					<b>Total :</b>	<b>13.16</b>
237725	10/7/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 760521			FINGERPRINTS - AUG 2024 001-133-0000-4270	96.00
					<b>Total :</b>	<b>96.00</b>

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237726	10/7/2024	894649 STERLING ADMINISTRATION	803497		ADMINISTRATIVE FEE: AUG 2024 001-133-0000-4260	50.00
					<b>Total :</b>	<b>50.00</b>
237727	10/7/2024	893955 TALLEY, BRIDGET LAINE	AUG 2024		CHAIR YOGA INSTRUCTOR 017-420-1321-4260	168.00
					<b>Total :</b>	<b>168.00</b>
237728	10/7/2024	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
			084-220-3249-3		043-390-0000-4210 GAS-505 S HUNTINGTON	52.25
			088-520-6400-8		043-390-0000-4210 GAS-117 MACNEIL	33.71
			090-620-6400-2		043-390-0000-4210 GAS-120 N MACNEIL	81.99
					070-381-0000-4210	3.07
					072-360-0000-4210	3.07
					043-390-0000-4210	6.13
			143-287-8131-6		GAS-208 PARK 043-390-0000-4210	52.25
					<b>Total :</b>	<b>232.47</b>
237729	10/7/2024	101528 THE HOME DEPOT CRC	2532695		MISC SUPPLIES 070-383-0000-4310	317.82
			354669		REC PARK BENCH REPAIRS 043-390-0000-4300	578.34
			3553762		PARTS FOR REC PARK ICE MACHINE 001-420-0000-4300	167.94
			3553763		SMALL TOOLS 001-311-0000-4300	516.52
			4512235		STORAGE CONTAINERS 043-390-0000-4300	261.65
			4532432		SMALL TOOLS 043-390-0000-4300	108.06
			9511417		PROPANE TANKS 043-390-0000-4300	72.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237729	10/7/2024	101528 THE HOME DEPOT CRC	(Continued)			<b>Total : 2,023.03</b>
237730	10/7/2024	894052 THE LANGUAGE PROS, INC.	1832	13219	INTERPRETATION AND TRANSLATION : 001-101-0000-4270	98.07
			1855	13219	INTERPRETATION AND TRANSLATION : 001-101-0000-4270	992.49
					<b>Total :</b>	<b>1,090.56</b>
237731	10/7/2024	103413 TRANS UNION LLC	08403447		CREDIT CHECK SERVICES 001-222-0000-4260	85.00
					<b>Total :</b>	<b>85.00</b>
237732	10/7/2024	889069 U.S. BANK NATIONAL ASSOCIATION	7448023		ADMIN FEES FOR 2021 A&B BONDS 018-190-0000-4265	2,750.00
					<b>Total :</b>	<b>2,750.00</b>
237733	10/7/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		REIMB TO POSTAGE MACHINE 001-190-0000-4280	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
237734	10/7/2024	103463 U.S. POSTMASTER	SEPT 2024		POSTAGE-SEPT UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	835.75 835.74
					<b>Total :</b>	<b>1,671.49</b>
237735	10/7/2024	887939 ULINE SHIPPING SUPPLIES	182808287 182839424		COLLAPSIBLE WIRE CONTAINERW/CA: 001-222-0000-4300 DRUG INCINERATION SAFETY SUPPLII 001-222-0000-4300	722.08 680.69
					<b>Total :</b>	<b>1,402.77</b>
237736	10/7/2024	103444 ULTRA GREENS, INC	56891		ROSES 001-311-0000-4300	374.40
					<b>Total :</b>	<b>374.40</b>
237737	10/7/2024	103445 UNDERGROUND SERVICE ALERT	24-250766 820240695		CA STATE FEE REGULATORY COSTS 070-381-0000-4260 (88) SNF01 NEW TICKET CHARGES	30.96

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**Voucher List**  
**CITY OF SAN FERNANDO**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237737	10/7/2024	103445 UNDERGROUND SERVICE ALERT	(Continued)		070-381-0000-4260	498.40
					<b>Total :</b>	<b>529.36</b>
237738	10/7/2024	891825 UNITED STATES TREASURY	JULY-SEPT 2020		AMNNT DUE-TAX PERIOD ENDING-09/30 074-320-0000-4457	299.77
					<b>Total :</b>	<b>299.77</b>
237739	10/7/2024	103439 UPS	831954364		COURIER SERVICES 001-190-0000-4280	164.50
					<b>Total :</b>	<b>164.50</b>
237740	10/7/2024	889644 VERIZON BUSINESS	06317373 06317374 06317375 06317377 06317378 06317883 06317894 063317376		CITY HALL LONG DISTANCE 001-190-0000-4220 CITY YARD LONG DISTANCE 070-384-0000-4220 CITY HALL LONG DISTANCE 001-190-0000-4220 CITY YARD LONG DISTANCE 070-384-0000-4220 PARKS LONG DISTANCE 001-420-0000-4220 PUBLIC WORKS LONG DISTANCE 001-310-0000-4220 CITY HALL LONG DISTANCE 001-190-0000-4220 POLOICE LONG DISTANCE 001-222-0000-4220	56.31 16.89 28.16 11.26 17.17 5.63 61.94 62.21
					<b>Total :</b>	<b>259.57</b>
237741	10/7/2024	894442 VILLEGAS, JOSE	REIMB.		PARKING FEE-PC-832 TRAINING AT RIC 001-152-0000-4370	304.10
					<b>Total :</b>	<b>304.10</b>
237742	10/7/2024	894695 ZETROC ELECTRIC LLC	1147	13147	GENERATOR INSTALLATION AT LP & RI 121-390-3648-4260	54,663.75
					<b>Total :</b>	<b>54,663.75</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
147		Vouchers for bank code :	bank3			Bank total : 1,041,195.93
147		Vouchers in this report				Total vouchers : 1,041,195.93

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237471	9/12/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - SEP 2024 001-1160	2,593.70 <b>Total : 2,593.70</b>
237472	9/12/2024	103648 CITY OF SAN FERNANDO	PR 9/13/24		REIMB FOR PAYROLL W/E 9/6/24 001-1003 007-1003 017-1003 027-1003 028-1003 029-1003 030-1003 041-1003 043-1003 070-1003 072-1003 074-1003 094-1003 110-1003	716,178.26 2,252.65 103.96 2,403.43 1,060.46 3,914.56 3,224.88 7,307.77 27,264.51 60,352.58 20,480.83 1,273.11 1,060.48 20,903.03 <b>Total : 867,780.51</b>
237473	9/12/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - SEP 2024 001-1160	195.30 <b>Total : 195.30</b>
237474	9/12/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - SEP 2024 001-1160	12,303.59 <b>Total : 12,303.59</b>
237475	9/12/2024	103054 SAN FERNANDO POLICE	DEMAND		SAN FERNANDO POLICE OFF. ASS. STI 001-1160	2,480.00 <b>Total : 2,480.00</b>
237476	9/12/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - SEP 2024 001-1160	2,743.32

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237476	9/12/2024	887627 887627 STANDARD INSURANCE	(Continued)			<b>Total : 2,743.32</b>
6 Vouchers for bank code : bank3						<b>Bank total : 888,096.42</b>
6 Vouchers in this report						<b>Total vouchers : 888,096.42</b>

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237477	9/19/2024	891650 ENTERPRISE FLEET	FBN5082825		LEASE OF TEN VEHICLES FOR 3 DIVIS	
				13278	041-420-0000-4500	2,444.94
				13278	041-311-0000-4500	25,293.24
				13278	041-152-0000-4500	4,569.64
					<b>Total :</b>	<b>32,307.82</b>
237478	9/19/2024	891650 ENTERPRISE FLEET	26W7GJ-2		PURCH OF 2024 FORD F650 REG CAB	
				12919	041-311-0000-4500	13,513.46
			FBN5049882-2		PURCH OF TEN(10) VEHICLES FOR TH	
				12939	041-311-0000-4500	18,698.13
					<b>Total :</b>	<b>32,211.59</b>
237479	9/19/2024	887737 NATIONAL PLANT SERVICES INC	020035		CLEANING & VIDEO INSPECTION OF S	
				13026	072-1236	3,300.00
					<b>Total :</b>	<b>3,300.00</b>
237480	9/19/2024	894009 WILLDAN ENERGY SOLUTIONS	12 RET		RETENTION RELEASED-SFPD HVAC PI	
					032-2037	172,496.45
					<b>Total :</b>	<b>172,496.45</b>
237481	9/19/2024	891531 WILLDAN ENGINEERING	00338759		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	7,247.00
			00338872B		ON-CALL GENERAL ENGINEERING	
				13055	012-311-0552-4600	65.00
				13055	024-371-0510-4600	1,164.00
				13055	001-311-0000-4260	25,861.26
				13055	072-1236	-7,939.25
			00338873		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	7,680.00
			00339015A		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	6,752.25
			00339015B		ON-CALL GENERAL ENGINEERING	
				13055	012-311-0552-4600	130.00
				13055	024-311-0551-4600	65.00
				13055	024-371-0510-4600	353.75
				13055	012-311-0565-4600	195.00

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237481	9/19/2024	891531 WILLDAN ENGINEERING	(Continued)			
				13055	001-310-0000-4270	9,707.50
				13055	024-371-0562-4600	3,008.50
				13055	001-311-0000-4260	4,304.50
			00339017		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	3,088.50
			00339018		ON-CALL GENERAL ENGINEERING	
				13055	001-310-0000-4270	900.50
			00339152A		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	6,948.75
			00339152B		ON-CALL GENERAL ENGINEERING	
				13055	024-371-0510-4600	2,620.00
				13055	001-310-0000-4270	292.75
				13055	024-371-0562-4600	505.25
				13055	001-310-0000-4270	5,543.50
				13055	001-311-0000-4260	4,495.50
			00339153		ON-CALL GENERAL ENGINEERING	
				13055	070-381-0000-4270	1,600.00
			00339154		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	891.00
			00339155		CONSTRUCTION MGMT FOR PACOIMA	
				12849	010-311-0567-4600	3,000.50
			00339323		ON-CALL GENERAL ENGINEERING	
				13055	070-384-0857-4260	1,049.25
			00339346A		ON-CALL GENERAL ENGINEERING	
				13055	072-1236	2,695.25
			00339346B		ON-CALL GENERAL ENGINEERING	
				13055	024-371-0510-4600	3,698.00
				13055	012-311-0565-4600	47.43
				13055	024-371-0562-4600	3,754.00
				13055	001-310-0000-4270	13,143.50
				13055	001-311-0000-4260	65.00
				13055	012-311-0565-4600	16.07
			00339347		ON-CALL GENERAL ENGINEERING	
				13055	070-384-0857-4260	4,973.00
				13055	070-381-0000-4270	3,027.00
			00339348		ON-CALL GENERAL ENGINEERING	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237481	9/19/2024	891531 WILLDAN ENGINEERING	(Continued)				
			00419803	13055	001-310-0000-4270	198.00	
				12849	CONSTRUCTION MGMT FOR PACOIMA		
				12849	012-311-0551-4600	8,703.02	
				12849	010-311-0551-4600	32,035.99	
				12849	012-311-0551-4600	-0.01	
			00419928		CONSTRUCTION MGMT FOR PACOIMA		
				12849	010-311-0551-4600	1,808.56	
				12849	010-311-0567-4600	36,319.44	
			00420038		CONSTRUCTION MGMT FOR PACOIMA		
				12849	010-311-0567-4600	30,998.00	
			00420173		CONSTRUCTION MGMT FOR PACOIMA		
				12849	010-311-0567-4600	23,519.00	
			00420310		CONSTRUCTION MGMT FOR PACOIMA		
				12849	010-311-0567-4600	15,077.00	
			00627646		ON-CALL GENERAL ENGINEERING		
				13055	072-1236	4,292.50	
					<b>Total :</b>	<b>273,900.76</b>	
<b>5 Vouchers for bank code :</b> bank3						<b>Bank total :</b>	<b>514,216.62</b>
<b>5 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>514,216.62</b>

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237482	9/23/2024	894078 AMERICAN BUSINESS BANK	20		5% RETENTION HELD-UPPER RESERV 070-2037	12,287.64	
<b>Total :</b>						<b>12,287.64</b>	
237483	9/23/2024	894056 PACIFIC HYDROTECH CORPORATION	20	12642	UPPER RESERVOIR REPLACEMENT PI 070-385-0716-4600 070-2037	245,752.74 -12,287.64	
<b>Total :</b>						<b>233,465.10</b>	
<b>2 Vouchers for bank code :</b>		bank3				<b>Bank total :</b>	<b>245,752.74</b>
<b>2 Vouchers in this report</b>					<b>Total vouchers :</b>	<b>245,752.74</b>	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237484	9/25/2024	102148 METROPOLITAN WATER DISTRICT	11570	13279	JULY'24-MWD MONTHLY CAPACITY CH 070-384-0000-4430	4,946.65	
<b>Total :</b>						<b>4,946.65</b>	
237485	9/18/2024	893115 P.E.R.S. CITY RETIREMENT	100000017605119		EMPL CONTRIB VARIANCE-08/10-08/23 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124	165.83 124.37 1,782.62	
<b>Total :</b>						<b>2,072.82</b>	
237486	9/19/2024	893115 P.E.R.S. CITY RETIREMENT	100000017636179		EMPL CONTRIB VARIANCE-08/24-09/06 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124	256.79 192.59 2,760.51	
<b>Total :</b>						<b>3,209.89</b>	
<b>3 Vouchers for bank code :</b>		bank3				<b>Bank total :</b>	<b>10,229.36</b>
<b>3 Vouchers in this report</b>					<b>Total vouchers :</b>	<b>10,229.36</b>	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237487	9/26/2024	103648 CITY OF SAN FERNANDO	PR 9/27/24		REIMB FOR PAYROLL W/E 9/20/24	
					001-1003	598,918.94
					007-1003	2,241.17
					027-1003	2,461.48
					028-1003	1,120.44
					029-1003	4,887.73
					041-1003	7,256.29
					043-1003	26,066.17
					070-1003	62,286.36
					072-1003	20,732.51
					074-1003	1,255.91
					094-1003	1,120.50
					110-1003	11,463.14
					<b>Total :</b>	<b>739,810.64</b>

1 Vouchers for bank code : bank3

**Bank total : 739,810.64**

1 Vouchers in this report

**Total vouchers : 739,810.64**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237488	10/1/2024	100286 BAKER, BEVERLY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	184.72	
					<b>Total :</b>	<b>184.72</b>	
237489	10/1/2024	100916 DEIBEL, PAUL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					<b>Total :</b>	<b>291.15</b>	
237490	10/1/2024	101781 KISHITA, ROBERT	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
					<b>Total :</b>	<b>167.79</b>	
237491	10/1/2024	101926 LILES, RICHARD	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					<b>Total :</b>	<b>291.15</b>	
237492	10/1/2024	102126 MARTINEZ, MIGUEL	24-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	708.41	
					<b>Total :</b>	<b>708.41</b>	
237493	10/1/2024	891354 RAMIREZ, ROSALINDA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
					<b>Total :</b>	<b>167.79</b>	
237494	10/1/2024	892782 TIGHE, DONNA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
					<b>Total :</b>	<b>167.79</b>	
7 Vouchers for bank code : bank3						<b>Bank total :</b>	<b>1,978.80</b>
7 Vouchers in this report						<b>Total vouchers :</b>	<b>1,978.80</b>

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

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237495	10/1/2024	894452 ABDALLAH, MARIA G.	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,021.49
						<b>Total : 2,021.49</b>
237496	10/1/2024	100091 AGORICHAS, JOHN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						<b>Total : 291.15</b>
237497	10/1/2024	891039 AGUILAR, JESUS	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
						<b>Total : 492.58</b>
237498	10/1/2024	100104 ALBA, ANTHONY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
						<b>Total : 739.30</b>
237499	10/1/2024	891011 APODACA-GRASS, ROBERTA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						<b>Total : 291.15</b>
237500	10/1/2024	100260 AVILA, FRANK	24-Oct		CALPERS HEALTH REIMB 041-180-0000-4127	1,573.82
						<b>Total : 1,573.82</b>
237501	10/1/2024	100306 BARNARD, LARRY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	873.00
						<b>Total : 873.00</b>
237502	10/1/2024	100346 BELDEN, KENNETH M.	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00
						<b>Total : 1,396.00</b>
237503	10/1/2024	892233 BUZZELL, CAROL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
						<b>Total : 184.72</b>
237504	10/1/2024	102127 CABRERA, KATHY	24-Oct		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237504	10/1/2024	102127 CABRERA, KATHY	(Continued)		001-180-0000-4127	1,356.30
						<b>Total : 1,356.30</b>
237505	10/1/2024	891350 CALZADA, FRANK	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
						<b>Total : 526.44</b>
237506	10/1/2024	100642 CASTRO, RICO	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,105.94
						<b>Total : 2,105.94</b>
237507	10/1/2024	103816 CHAVEZ, ELENA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	855.67
						<b>Total : 855.67</b>
237508	10/1/2024	100752 COLELLI, CHRISTIAN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07
						<b>Total : 2,093.07</b>
237509	10/1/2024	891014 CREEKMORE, CASIMIRA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						<b>Total : 291.15</b>
237510	10/1/2024	893711 DAVIS, JAMES	24-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	1,581.28
						<b>Total : 1,581.28</b>
237511	10/1/2024	100913 DECKER, CATHERINE	24-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	263.02
						<b>Total : 263.02</b>
237512	10/1/2024	100925 DELGADO, RALPH	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
						<b>Total : 526.44</b>
237513	10/1/2024	101667 DIAZ, EVELYN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	899.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237513	10/1/2024	101667 101667 DIAZ, EVELYN	(Continued)			Total : 899.00
237514	10/1/2024	100960 DIEDIKER, VIRGINIA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
237515	10/1/2024	100996 DRAKE, JOYCE	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
237516	10/1/2024	100995 DRAKE, MICHAEL	24-Oct		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	145.58 145.57 Total : 291.15
237517	10/1/2024	100997 DRAPER, CHRISTOPHER	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
237518	10/1/2024	101044 ELEY, JEFFREY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
237519	10/1/2024	891040 FISHKIN, RIVIAN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
237520	10/1/2024	101178 FLORES, ADRIAN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 Total : 1,356.30
237521	10/1/2024	101182 FLORES, MIGUEL	24-Oct		CALPERS HEALTH REIMB 043-180-0000-4127	1,356.30 Total : 1,356.30
237522	10/1/2024	892103 GAJDOS, BETTY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79

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237522	10/1/2024	892103 892103 GAJDOS, BETTY	(Continued)			Total : 167.79
237523	10/1/2024	894378 GARCIA, BERTHA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41
237524	10/1/2024	891351 GARCIA, DEBRA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 Total : 2,136.72
237525	10/1/2024	101281 GARIBAY, SAUL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,532.39 Total : 2,532.39
237526	10/1/2024	101318 GLASGOW, KEVIN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
237527	10/1/2024	101333 GODINEZ, FRAZIER C.	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 Total : 1,810.29
237528	10/1/2024	101409 GUERRA, LAUREN E	24-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	599.65 Total : 599.65
237529	10/1/2024	891021 GUIZA, JENNIE	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
237530	10/1/2024	102896 GUZMAN, ROSA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	855.67 Total : 855.67
237531	10/1/2024	891352 HADEN, SUSANNA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237532	10/1/2024	101440 HALCON, ERNEST	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00 <b>Total : 1,396.00</b>
237533	10/1/2024	101672 HANCHETT, NICHOLE	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,441.88 <b>Total : 1,441.88</b>
237534	10/1/2024	891918 HARTWELL, BRUCE	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 <b>Total : 739.30</b>
237535	10/1/2024	101465 HARVEY, DAVID	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 <b>Total : 167.79</b>
237536	10/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 <b>Total : 873.00</b>
237537	10/1/2024	101471 HASBUN, NAZRI A.	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	235.68 <b>Total : 235.68</b>
237538	10/1/2024	891023 HATFIELD, JAMES	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 <b>Total : 739.30</b>
237539	10/1/2024	892104 HERNANDEZ, ALFONSO	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 <b>Total : 739.30</b>
237540	10/1/2024	891024 HOOKER, RAYMOND	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>Total : 291.15</b>
237541	10/1/2024	893616 HOUGH, LOIS	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 <b>Total : 184.72</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237541	10/1/2024	893616 893616 HOUGH, LOIS	(Continued)			<b>Total : 184.72</b>
237542	10/1/2024	101597 IBRAHIM, SAMIR	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 <b>Total : 492.58</b>
237543	10/1/2024	101694 JACOBS, ROBERT	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 <b>Total : 873.00</b>
237544	10/1/2024	892105 KAHMANN, ERIC	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 <b>Total : 492.58</b>
237545	10/1/2024	101786 KLOTZSCHE, STEVEN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	575.02 <b>Total : 575.02</b>
237546	10/1/2024	891866 KNIGHT, DONNA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	161.43 <b>Total : 161.43</b>
237547	10/1/2024	891043 LIEBERMAN, LEONARD	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 <b>Total : 167.79</b>
237548	10/1/2024	101933 LITTLEFIELD, LESLEY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>Total : 291.15</b>
237549	10/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,652.90 <b>Total : 1,652.90</b>
237550	10/1/2024	102059 MACK, MARSHALL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 <b>Total : 599.65</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237551	10/1/2024	891010 MAERTZ, ALVIN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	479.86 <b>479.86</b>
237552	10/1/2024	888037 MARTINEZ, ALVARO	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.20 <b>1,189.20</b>
237553	10/1/2024	102206 MILLER, WILMA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
237554	10/1/2024	102212 MIRAMONTES, MONICA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	628.36 <b>628.36</b>
237555	10/1/2024	102232 MIURA, HOWARD	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
237556	10/1/2024	892106 MONTAN, EDWARD	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 <b>184.72</b>
237557	10/1/2024	102365 NAVARRO, RICARDO A	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	516.44 <b>516.44</b>
237558	10/1/2024	102443 OKAFOR, MICHAEL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,884.73 <b>1,884.73</b>
237559	10/1/2024	102473 ORDELHEIDE, ROBERT	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,146.00 <b>2,146.00</b>
237560	10/1/2024	102486 ORSINI, TODD	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,102.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237560	10/1/2024	102486 102486 ORSINI, TODD	(Continued)			<b>2,102.76</b>
237561	10/1/2024	102569 PARKS, ROBERT	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 <b>2,214.00</b>
237562	10/1/2024	102580 PATINO, ARMANDO	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 <b>2,214.00</b>
237563	10/1/2024	102527 PISCITELLI, ANTHONY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	526.44 <b>526.44</b>
237564	10/1/2024	891033 POLLOCK, CHRISTINE	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 <b>308.00</b>
237565	10/1/2024	102735 QUINONEZ, MARIA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82 <b>1,573.82</b>
237566	10/1/2024	891034 RAMSEY, JAMES	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
237567	10/1/2024	102788 RAYGOZA, JOSE LUIS	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 <b>1,810.29</b>
237568	10/1/2024	102864 RIVETTI, DOMINICK	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 <b>873.00</b>
237569	10/1/2024	887872 ROSENBERG, IRWIN	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 <b>1,810.29</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237570	10/1/2024	102936 RUELAS, MARCO	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 <b>2,136.72</b>
237571	10/1/2024	102940 RUIZ, RONALD	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 <b>599.65</b>
237572	10/1/2024	891044 RUSSUM, LINDA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 <b>167.79</b>
237573	10/1/2024	103005 SALAZAR, TONY	24-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,356.30 <b>1,356.30</b>
237574	10/1/2024	103118 SENDA, OCTAVIO	24-Oct		CALPERS HEALTH REIMB 043-180-0000-4127	1,810.29 <b>1,810.29</b>
237575	10/1/2024	892107 SHANAHAN, MARK	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 <b>492.58</b>
237576	10/1/2024	891035 SHERWOOD, NINA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
237577	10/1/2024	103175 SKOBIN, ROMELIA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,438.01 <b>1,438.01</b>
237578	10/1/2024	893677 SOLIS, MARGARITA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	547.69 <b>547.69</b>
237579	10/1/2024	103220 SOMERVILLE, MICHAEL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237579	10/1/2024	103220 103220 SOMERVILLE, MICHAEL	(Continued)			<b>1,706.00</b>
237580	10/1/2024	889588 UFANO, VIRGINIA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 <b>167.79</b>
237581	10/1/2024	103516 VAIRO, ANTHONY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 <b>1,706.00</b>
237582	10/1/2024	888417 VALDIVIA, LAURA	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
237583	10/1/2024	103550 VANICEK, JAMES	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82 <b>1,573.82</b>
237584	10/1/2024	103562 VASQUEZ, JOEL	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 <b>2,214.00</b>
237585	10/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 <b>492.58</b>
237586	10/1/2024	103692 VILLALVA, FRANCISCO	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 <b>1,810.29</b>
237587	10/1/2024	891038 WAITE, CURTIS	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 <b>739.30</b>
237588	10/1/2024	103612 WALKER, MICHAEL	24-Oct		CALPERS HEALTH REIMB 027-180-0000-4127	167.79 <b>167.79</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237589	10/1/2024	103620 WARREN, DALE	24-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	167.79	
					<b>Total :</b>	<b>167.79</b>	
237590	10/1/2024	891036 WATT, DAVID	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					<b>Total :</b>	<b>739.30</b>	
237591	10/1/2024	893690 WATTS, STEVE M.	24-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	1,033.20	
					<b>Total :</b>	<b>1,033.20</b>	
237592	10/1/2024	891037 WEBB, NANCY	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					<b>Total :</b>	<b>291.15</b>	
237593	10/1/2024	103643 WEDDING, JEROME	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					<b>Total :</b>	<b>739.30</b>	
237594	10/1/2024	103727 WYSBEEK, DOUDE	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					<b>Total :</b>	<b>291.15</b>	
237595	10/1/2024	103737 YNIGUEZ, LEONARD	24-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					<b>Total :</b>	<b>739.30</b>	
<b>101</b>	<b>Vouchers for bank code :</b>		bank3		<b>Bank total :</b>	<b>95,485.65</b>	
<b>101</b>	<b>Vouchers in this report</b>					<b>Total vouchers :</b>	<b>95,485.65</b>

Voucher Registers are not final until approved by Council.

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# AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** October 7, 2024

**Subject:** Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

**RECOMMENDATION:**

It is recommended that the City Council receive and file the status report for Fiscal Year (FY) 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

**ANALYSIS:**

This report is meant to provide City Council and the community with regular status updates and major City efforts, including, but not limited to, FY 2024-2025 approved enhancements, capital improvement projects, and City Council priorities.

Minor changes to each project since the last meeting have been tracked and are shown in red. A summary of the major updates is provided below:

*City Manager’s Office & City Clerk’s Office*

- Updates added to Records Retention Policy Update Project

*Community Development Department*

- Updates added to New Position – Planning Manager.
- Updates added to CDBG Neighborhood Cleanup Program.
- Updates added to Climate Action Resilience Plan (CARP) & General Plan Updates to Circulation and Open Space/Parks Elements.
- Updates added to Mixed Use and Specific Plan Overlay Districts.
- Updates added to Landscape Ordinance.

*Public Works Department*

- Updates added to Street Resurfacing Project – Phase 3.
- Updates added to HSIP Traffic Signal Modification Project.
- Updates added to Citywide Traffic Signal Synchronization Project.
- Updates added to Curb Painting, Street Striping, and Street Markings.

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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- Updates added to Citywide Signage Upgrades.
- Updates added to Bus Shelter Rehabilitation Project.
- Updates added to City Facility Condition Assessment Report.
- Updates added to Civic Center Beautification (Painting) Project.
- Position Reclassification: Convert Four (4) Part-Time Maintenance Workers to Two (2) Full-Time Maintenance Workers for Graffiti and Tree Maintenance moved to Completed Items (Attachment "C").
- Added project category for Fog Seal Coating of Public Parking Lots.

### *Police Department*

- Updates added to Police Station Cameras and Parking Lot Security Improvement Project.
- Updates added to Law Enforcement Technology Improvements.
- Updates added to Police Officer Staffing Update.

### *Recreation Department*

- No updates during this time period.

### *Finance Department*

- Updates added to Online Bill Payment System (Paymentus).

## **City Manager's Office & City Clerk's Office.**

### **Title: Downtown Master Plan**

*Description:* During the FY 2022-2023 budget process, the City Council approved funding to develop a Downtown Master Plan (DTMP), including a robust community outreach process. The DTMP will serve as a vision to guide future actions to develop, revitalize, and improve Downtown San Fernando. The budget allocation for this project is \$297,675.

*Status:* In 2023, the City awarded a professional services agreement to Dudek as lead consultant to work with the City to develop and implement the community engagement plan and prepare the report. The consultant team also includes Problosky Research (multimodal community survey), Walker Consultants (parking analysis), HR&A (economic analysis) and Place It! (community outreach).

To date, the following actions have been completed:

- Multimodal Statistically Significant Survey (December 2023 through March 2024)
- City Council Ad Hoc Meeting No. 1 (March 11, 2024)
- Community Advisory Committee Meeting No. 1 (April 11, 2024)
- Community Outreach Event No. 1 "Walkshop" (April 27, 2024)
- General Online Survey (April 27, 2024 through May 29, 2024)
- Existing Conditions Analysis (July 2024)

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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*Next City Council Action:* On September 16, 2024, a Joint City Council/Planning and Preservation Commission Meeting was held to receive a presentation of the Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and provide feedback, the public hearing was continued to October 7, 2024.

*Tentative Completion Date:* August 2025.

### **Title: East San Fernando Valley Light Rail Transit Project**

*Description:* The East San Fernando Valley Light Rail Transit Project (ESFVLRT) (formerly the East San Fernando Valley Transit Corridor Project) is a transit project constructing a light rail line on the east side of the San Fernando Valley to improve connections and access to crucial destinations in the East and Northeast San Fernando Valley. The project is being considered in two (2) phases. Phase 1 is a 6.7-mile at-grade alignment that includes 11 new transit stations along Van Nuys Boulevard, connecting the Orange Line in Sherman Oaks to San Fernando Boulevard in Pacoima. Phase 2 is a 2.5-mile segment running from the terminus of Phase 1 at San Fernando Road/Van Nuys Boulevard in Pacoima to the Sylmar/San Fernando Metrolink Station. Metro is conducting a supplemental study of the Phase 2 segment throughout 2024 to consider additional design options. Funding for the project is provided through Measure R and Measure M.

*Status:* Phase 1 engineering design has been completed, a Progressive Design Build (PBD) contract has been awarded, and construction commenced earlier this year on Phase 1 of the project along Van Nuys Boulevard. The tentative completion date for Phase 1 is 2031. Metro is currently completing additional safety and design studies for Phase 2 (the San Fernando segment) of the project.

To date, the following actions have been completed:

- City provided comments on initial draft of ESFVLRT Environmental Impact Report (EIR) (October 25, 2017)
- City provided additional comments on draft of ESFVLRT EIR (February 20, 2018)
- City provided final comments on draft of ESFVLRT EIR (March 31, 2020)
- Status update presentation provided to City Council by Metro staff (October 19, 2020)
- Metro Board certification of the ESFVLRT Final EIR (December 2020). Metro Board requested further studies to address safety and design concerns from the City of San Fernando
- Metro conducted an initial Grade Crossing Analysis for Phase 2 (April 2022 – September 2022)
- Status update presentation provided to City Council by Metro staff on Phase 2 (July 18, 2022)
- Metro Board authorized additional Phase 2 supplemental studies focused on: a) Transit and Multimodal Connectivity, b) Safety, c) Travel Time Savings, Ridership, and Mode Shift, d) Costs, e) Right of Way Impacts, f) Traffic Considerations, and g) Equity Considerations (January 2024 through Summer 2024).

## Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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- Status update presentation provided to City Council by Metro staff on Phase 2 (May 20, 2024)

On May 20, 2024, the City Council provided the following feedback to Metro staff:

- Requested Metro present more frequently to provide regular updates to the City.
- Requested additional community outreach meetings prior to Board consideration/approval of alternatives.
- Offered the City Council Chambers, or other City spaces, for Metro's community outreach and offered the City's assistance in hosting and promoting the event.

*Next City Council Action:* Receive status update from Metro staff regarding next steps.

*Tentative Completion Date:* N/A

### **Title: CDBG Small Business Assistance Grant Program**

*Description:* Annually, Community Development Block Grant (CDBG) program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Small Business Assistance Grant Program. This program provides grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting (including anti-graffiti coating), and other storefront enhancements such as installing eye-catching vertical landscape (green wall) to deter graffiti and beautify a building wall with landscape. The budget allocation for this program is \$146,246.

*Status:* Staff has reached out to schedule a CDBG Ad Hoc Committee meeting to discuss recommended grant guidelines and priorities.

*Next City Council Action:* Review and discuss recommended grant guidelines and improvement priorities, tentatively scheduled for November 4, 2024.

*Tentative Completion Date:* June 2025

### **Title: Virtual San Fernando – City Website Redesign and My San Fernando App**

*Description:* In September 2022, the City Council appropriated American Rescue Plan Act (ARPA) funds to support the creation of Virtual San Fernando. Phase 1 of Virtual San Fernando included developing a My San Fernando mobile application, primarily focused on improving the ability for community members to submit service requests. Phase 1 was completed in March 2024 with the launch of the My San Fernando App (developed by GoGov). To date, more than 1,800 requests have been submitted through the App (See Attachment "A" for activity reports). In October 2023, after an extensive vetting process by City staff, the City Council awarded a Master Subscription Agreement to Granicus to redesign the City's website. The budget allocation for this program is \$200,000.

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*Status:* Phase 1 – Mobile Application, has been completed. Phase 2 – Website redesign, is in the content population stage. Staff has held multiple meetings with Granicus to provide direction regarding design elements and provide content to start population of the webpages. When the vacant Assistant to the City Manager position is filled, this project will be a priority for that new employee.

*Next City Council Action:* No additional City Council action required at this time.

*Tentative Completion Date:* March 2025 launch of redesigned website.

### **Title: Records Retention Policy Update**

*Description:* During the FY 2024-2025 budget process, the City Council approved funding to update the City's 25-year-old Citywide Records Retention Policy. A records retention policy update involves a thorough review of the current policy to identify necessary revisions due to changes in laws, regulations, or organizational needs and ensures compliance with legal and industry standards, revises retention schedules for various record types, and clearly defines staff roles in records management. The update also includes procedures for managing digital records, securing sensitive information, and properly disposing of or archiving records. Additionally, it outlines plans for staff training, communication, and regular audits to ensure ongoing compliance and effective records management. The budget allocation for this project is \$10,000.

*Status:* Staff held a project kick-off meeting between the City Clerk and Community Development Department staff and the consultant on October 1, 2024 and October 2, 2024. In the next couple weeks, the remaining departments will be scheduled to meet with the consultant.

*Next City Council Action:* Consideration to adopt a Resolution approving an updated Citywide Records Retention and Destruction Policy, tentatively scheduled for December 2024.

*Tentative Completion Date:* January 2025



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### **Community Development Department.**

#### **Title: New Position – Planning Manager**

*Description:* During the FY 2024-2025 budget process, City Council approved a new Planning Manager position to oversee the development and implementation of land use, zoning, and urban design policies, managing long range planning projects (e.g. zoning code and zoning map amendments, general plan updates), supervise the Planning and Building & Safety Divisions, and review development proposals to ensure they align with the City's regulatory requirements and comply with local, state, and federal regulations. The budget allocation for this position is \$185,000 per year.

*Status:* Human Resources has provided the draft job specification to the appropriate bargaining unit to review and provide comments.

Next steps are to present the job specification to the City Council for approval, finalize and post the job advertisement, receive applications and interview candidates, select a candidate, work with Human Resources to complete a reference check and background, and onboard the new employee.

*Next City Council Action:* Review and approval of the draft job specification is tentatively scheduled for November 2024.

*Tentative Completion Date:* March 2025.

#### **Title: Homeless Action Plan Implementation and Management**

*Description:* In 2022, the City Council adopted a Homeless Action Plan (HAP) to provide a blueprint for addressing the City's unhoused population. HAP implementation efforts that have been completed to date include:

- In FY 2021-2022, City Council approved creation of a Housing Coordinator position.
- In June 2023, the City contracted with North Valley Caring Services to provide street outreach to the City's unhoused population.
- In November 2023, the City entered into a Memorandum of Understanding (MOU) with Home Again Los Angeles for housing and social service resource support.
- In December 2023, the City Council authorized the acceptance of a Substance Abuse and mental Health Services Administration (SAMHSA) grant, which provided \$175,200 specifically for homeless street outreach services and over \$300,000 for mental health clinicians as part of an alternative crisis response effort.
- In July 2024, the City Council approved an updated ordinance to prohibit encampments and storage of personal property in public spaces to regulate the use of public spaces to maintain public health, safety, and order. Encampment ordinances aim to ensure public safety by preventing potential hazards associated with camping in public spaces, such as public health related to unsanitary conditions, improper disposal of waste, preserve spaces like parks, sidewalks, and recreational areas for all members of the public, and reduce the environment for possible criminal activity.

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*Status:* Current HAP implementation efforts include:

- Community Development issued a Request for Proposals (RFP) for Comprehensive Homeless Services in June 2024 to extend homeless services. Staff reviewed proposals from various organizations, interviewed finalists, and prepared recommendations.
- The Police Department issued a RFP for Mental Health Clinician Services on August 8, 2024. The RFP was extended and proposals were due September 6, 2024. Staff interviewed finalist and is preparing recommendations.
- On July 15, 2024, the City Council allocated \$50,000 towards a Home Rehabilitation Program in partnership with Habitat for Humanity Los Angeles (Habitat LA). A Professional Services Agreement with Habitat LA to manage the City's program was approved by City Council on September 3, 2024. The agreement has been executed. Next steps are to develop program criteria and applications, advertise the program and begin implementation.
- Pursuant to City Council direction, follow up items related to the encampment ordinance include:
  - a) Provide a presentation to City Council with strategies to inform businesses and property owners about the encampment ordinance, how to report potential violations, and a process for business/property owners to provide trespass authority to the Police Department. Some of this has been discussed during recent special Community Watch meetings. A presentation will be provided to City Council by the Police Department, tentatively scheduled for October 21, 2024.
  - b) Provide informational resources to unhoused individuals for medical facilities, housing agencies, and transportation services. All of this information is currently provided through our Homeless Outreach Service provider. A presentation will be provided to City Council on October 7, 2024.

*Next City Council Action:* 1) Discuss and consider approving professional services agreements to provide comprehensive homeless services for a one-year term with possible extensions for a total of a five-year term; 2) presentation of the results/overview of the 2024 Point in Time count and related HAP implementation updates are scheduled for October 7, 2024; and 3) Discuss and consider approving an agreement for mental health clinician services for a one-year term with possible extensions for a total of a five-year term, tentatively scheduled for October 21, 2024.

*Tentative Completion Date:* Ongoing.

### **Title: CDBG Neighborhood Cleanup Program**

*Description:* Annually, CDBG program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Neighborhood Cleanup Program. The budget allocation for this program is \$25,808.

*Status:* The agreement is being circulated for signatures to schedule pending clean ups. Staff continuously receives applications and will be scheduling clean ups throughout the fiscal year.

*Next City Council Action:* No additional City Council action required at this time.

*Tentative Completion Date:* June 2025

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### **Title: Community Preservation Commercial Property Education Program**

*Description:* To address the City Council's interest in Community Preservation efforts in commercial areas of the City, the Community Development Department's FY 2024-2025 Work Plan included an objective to create a commercial education and maintenance program. The goal is for Community Preservation Officers to work with the business community to ensure the beautification of San Fernando's commercial corridors.

*Status:* On August 19, 2024, the proposed program was presented to the City Council for feedback prior to implementation. Next steps are to finalize an illustrative postcard; distribute the postcard in January 2025, host workshops in February 2025; and conduct walking surveys beginning in March 2025.

*Next City Council Action:* No additional City Council action required at this time.

*Tentative Completion Date:* June 2025 (Ongoing).

### **Title: Graffiti Program (with Public Works)**

*Description:* The City's efforts to remove, prevent, and prohibit graffiti are governed by Article VII of the Municipal Code. While enforcement is the responsibility of the Director of Public Works, the Community Development Department, specifically Community Preservation Officers, and the Police Department are also involved, especially when graffiti involves criminal activity or gang-related markings.

Graffiti was one of the top concerns during the City Council's 2024 Strategic Goals planning study session. As part of the FY 2024-2025 Budget, the City Council approved converting two (2) part-time maintenance worker positions into one (1) full time position for the purposes of having a full time staff person dedicated to addressing graffiti.

*Status:* On March 13, 2024, the City Manager updated the City Council with a draft Standard Operating Procedure (SOP) for addressing graffiti, reports for the My San Fernando App, and details related to two (2) graffiti-related incidents that resulted in arrests.

Additionally, to assist the business community with the cost of abating and graffiti prevention, applying anti-graffiti coating and installing eye-catching vertical landscaping were identified as priority projects for the Small Business Grant Program.

The full-time position has been filled as of August 25, 2024 and has started. Next steps are for the SOP and a reporting matrix for monitoring frequency of location will be finalized and shared with the City Council.

*Next City Council Action:* Discussion item is tentatively scheduled for November 4, 2024.

*Tentative Completion Date:* N/A

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### **Title: Climate Action Resilience Plan (CARP) & General Plan Updates to Circulation and Open Space/Parks Elements**

*Description:* 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 (GHG) emissions, adapt to changing environmental conditions, and enhance preparedness for climate-related challenges. The CARP promotes sustainable practices like renewable energy adoption, green infrastructure development, and carbon footprint reduction initiatives, while fostering collaboration among stakeholders and supporting innovation in green energy. A grant from the California Governor's Office of Planning and Research was received to complete the CARP and for updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements.

#### *Status:*

- **CARP Phase 1:** Completed and presented to City Council in February 2024 with data collection, a GHG Emissions Inventory, and a Vulnerability Assessment.
- **CARP Phase 2:** Ongoing, focusing 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, led by Pacoima Beautiful, Fernandéño Tataviam Band of Mission Indians (FTBMI), and Climate Resolve, is a key component.
- **Grant:** On April 2, 2024, the City Council accepted the California Governor's Office of Planning and Research Grant and appropriated the funds. The City Council also approved a professional services agreement with Rincon Consultants Inc. to complete the CARP and General Plan updates.
- **General Plan Update:** The final CARP will support updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements. All activities are to be completed by January 31, 2026.
- **Community Engagement:** Community engagement activities are planned throughout 2024-2025. The first Planning 101 workshop was held on September 28, 2024 from 10 a.m. to 2 p.m. at Recreation Park. Social media posts and flyers were created for promotion and distribution. The next activity is a Community Meeting on November 16<sup>th</sup> at Las Palmas Park from 9am to 10:30am.

*Next City Council Action:* The CARP and updates to the General Plan are tentatively scheduled for a public hearing before City Council in April 2025.

*Tentative Completion Date:* January 31, 2026

### **Title: Mixed Use and Specific Plan Overlay Districts**

*Description:* The City's Housing Element includes applying a mixed-use overlay to 112 parcels that are currently zoned C-1 and C-2. It also includes expanding some of the overlays to specific parcels in the SP-5 zone. This is aimed at increasing the City's housing capacity to meet our Regional Housing Needs Assessment (RHNA) obligation of 1,795, but will also create flexibility for existing properties to allow either 100 percent residential or residential mixed with commercial uses.

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The State requires any rezoning that is necessary to meet a city's RHNA obligation to be completed by October 2024. While this work was to be funded by the SCAG 2.0 grant, because of the State deadline and the uncertainty of the funding staff moved forward with procuring a consultant to begin the work.

*Status:* Engagement efforts have begun to inform the community about the implementation plan. The City's website has been updated: <https://ci.san-fernando.ca.us/community-development/#planning>; a survey was created to obtain opinions regarding mixed use development design and letters have been mailed to all affected property owners inviting them to a virtual workshop. The purpose of the property owner workshops are to explain the details and benefits of the overlays. Property owner workshops were held on September 4, 2024 and September 24, 2024. There were 6 participants that attended the virtual workshop. A Planning and Preservation Commission Workshop was held on September 9, 2024, to receive feedback from the public and the Commission. Lastly, a stakeholder focus group interview was conducted on September 17, 2024 and September 19, 2024. There were 21 stakeholders in the design and development, the community was invited to participate and understand development constraints and opportunities. There was one (1) attendee.

A public hearing is scheduled before the Planning and Preservation Commission on October 14, 2024.

*Next City Council Action:* A public hearing is tentatively scheduled for November 4, 2024, to introduce an ordinance for first reading.

*Tentative Completion Date:* January 2025 (tentatively the effective date of the proposed ordinance).

### **Title: Zoning Code Reorganization**

*Description:* The City's Housing Element includes programs and policies aimed at amending the Zoning Code to comply with State Housing Law. While this work was to be funded by the SCAG 2.0 grant, because of the uncertainty of the funding and the compliance concern, staff moved forward with procuring a consultant to begin the work. The scope of work includes various zoning code amendments, establishing processing policies and monitoring programs as well as reformatting the current zoning code to be more user friendly for staff and the public.

*Status:* The project has been kicked off and an outline of the zoning code is underway.

*Next City Council Action:* A public hearing is tentatively scheduled for January 20, 2025, to introduce an ordinance for first reading.

*Tentative Completion Date:* March 2025 (tentatively the effective date of the proposed ordinance).

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### **Title: Landscape Ordinance**

*Description:* The City Council adopted Urgency Ordinance No. U-1725 on March 18, 2024. It is effective for a period of one year from date of adoption. The Urgency Ordinance enacted a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations. Therefore, the Planning Division is working with a consultant to update the existing Municipal Code with comprehensive city-wide landscape standards including permanently prohibiting the installation of synthetic grass and artificial turf.

*Status:* On August 12, 2024, the Planning and Preservation Commission discussed potential regulations. Commissioners requested additional information, recommendations and visual illustrations of potential regulations. A second discussion was held on September 9, 2024. The proposed ordinance is currently under review in addition to illustrations demonstrating the difference between current and proposed regulations. These will be posted to the City's website to solicit public comments and inform the public prior to the hearing at the Planning and Preservation Commission.

The public hearing before the Planning and Preservation Commission will be scheduled tentatively for November 2024, in order to allow the public sufficient time to review a draft ordinance prior to the hearing.

*Next City Council Action:* A public hearing is tentatively scheduled for January 6, 2025, to introduce an ordinance for first reading.

*Tentative Completion Date:* March, 2026 (tentatively the effective date of the proposed ordinance).

### **Title: Outdoor Dining Ordinance**

*Description:* As a continued work plan objective from FY 2023-2024, Community Development is working with Public Works to establish a new outdoor dining program to promote pedestrian friendly and community focused design.

*Status:* A proposed ordinance has been drafted for outdoor dining in the public right of way as well as on private property. A draft PowerPoint has also been drafted to summarize the ordinance to share and solicit feedback from businesses. A discussion with the Planning and Preservation Commission before an ordinance is brought before them for consideration to recommend to the City Council.

*Next City Council Action:* A public hearing is tentatively scheduled for December 2, 2024, to introduce an ordinance for first reading.

*Tentative Completion Date:* February, 2025 (tentatively the effective date of the proposed ordinance).

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### **Public Works.**

#### **Title: Street Resurfacing Project – Phase 3**

*Description:* The Phase 3 Annual Street Resurfacing Project involves a three-step process 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 work covers approximately two (2) miles of 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 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 North Huntington Street and Hubbard Avenue
- San Fernando Road between Kittridge Street and South Brand Boulevard
- Hubbard Avenue between First Street and Fourth Street
- 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 Street and Fourth Street

*Status:* Construction began on July 8, 2024. The contractor has completed all paving operations of the contract. Pending work includes adjusting manhole and water valve covers.

*Next City Council Action:* Acceptance of the project is tentatively scheduled for January 2025.

*Tentative Completion Date:* October 2024 (Construction)

#### **Title: Carlisle Green Alley Reconstruction Project**

*Description:* The Carlisle Green Alley Project will revitalize an underutilized alley into a vibrant linear green space. Through a combination of strategic planning and sustainable design, this project seeks to enhance urban landscape, foster environmental sustainability, and promote healthier, more vibrant neighborhoods. The development will include a safer walking and biking route, enhanced with shade trees and lighting to encourage active transportation and community engagement. The landscape will be revitalized with the planting of over 200 trees and native plants, enriching the area's biodiversity. Permeable surfaces will be installed to facilitate groundwater infiltration, improving water quality and reducing runoff. Additionally, the construction of bioswales will naturally filter stormwater, mitigate flooding, and bolster the area's environmental resilience.

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*Status:* On September 3, 2024, the City Council approved a Professional Services Agreement with TreePeople for project management. Once the project management agreement has been executed, the City will advertise a Request for Proposals for Engineering Design of the project.

*Next City Council Action:* Approve and award a Professional Services Agreement for Engineering Design Services, tentatively scheduled for November 2024.

*Tentative Completion Date:* December 2026

### **Title: Calles Verdes Project**

*Description:* The Calles Verdes Project marks a collaborative effort between the City and TreePeople aimed at enhancing the City's infrastructure to effectively manage stormwater and nuisance water. Through the implementation of innovative techniques, the project endeavors to construct bioswales across strategic locations within City streets and parking lot. Specifically, the project entails the installation of bioswales along Maclay Avenue, stretching from San Fernando Road to Kewen Street, alongside the creation of bulbouts at key intersections including Maclay Avenue and Celis Street and Maclay Avenue and Pico Street. Furthermore, the initiative includes the integration of bioswales and cooling pavement within Parking Lot No. 4, as well as promoting sustainable water management practices. These bioswales and bulbouts will feature strategically placed curb cuts to redirect stormwater and nuisance water away from the street's surface, while simultaneously fostering the growth of greenery within the landscaped parkways. Additionally, street trees will be planted to further enhance the aesthetic and environmental benefits of the project. In Parking Lot. No. 4, trees and bioswales will be incorporated within the existing concrete parking lot medians.

*Status:* Design Team is currently working on finalizing the design. Upon completion of design, the City will advertise the project for construction.

*Next City Council Action:* Once design is finalized and construction bids are received, a recommendation to award a construction contract will be presented to City Council. Tentatively scheduled for February 2025.

*Tentative Completion Date:* December 2026

### **Title: Las Palmas Park Revitalization Project**

*Description:* The Las Palmas Park Revitalization project encompasses a comprehensive array of amenities aimed at enhancing the park's functionality, aesthetics, safety, and sustainability. The project includes new multi-purpose field lighting, renovating three baseball fields with lighting, renovating existing restroom/concession building at Ballfield 1, renovating basketball courts with lighting, renovating existing playground with ADA accessibility, constructing a new splash pad with a new prefabricated restroom building to meet the code requirements of the splash pad, renovating existing outdoor exercise equipment, renovating picnic shelters with walking path lighting, and striping of basketball/roller derby.

*Status:* The project is currently under design. The latest plans submitted to staff for review were at 60%. The current design that incorporates all of the amenities desired by the community is



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significantly over budget. Staff is currently working on developing options to present to the City Council to adjust the design to meet budget constraints.

*Next City Council Action:* Options to adjust the design based on budget constraints is tentatively scheduled for October 2024.

*Tentative Completion Date:* December 2026

### **Title: Pioneer Park Playground Renovation Project**

*Description:* The Pioneer Park Playground Renovation project aims to revitalize the existing playground area, making it safer, more engaging, and inclusive space for the community. The playground will include age appropriate equipment, inclusive structures, musical elements, surface mat, and shade coverage.

*Status:* Currently under construction.

*Next City Council Action:* No City Council action required at this time. A grand opening will be scheduled once construction is complete; tentatively December 2024/January 2025.

*Tentative Completion Date:* December 2024

### **Title: Cindy Montañez Natural Park Improvements & Maintenance**

*Description:* In June 2023, City Council accepted a \$7.5 million grant for the Pacoima Wash Connectivity Project, funded through the California Department of Transportation (Caltrans) to complete the Pacoima Wash Bike Path Project and make improvements to the Cindy Montañez Natural Park. Improvements to the Park include extending the bike path to Foothill Boulevard, new lighting, restroom facilities, and restoration of walking paths, bridges, and vegetation throughout the park. A permanent Cindy Montañez memorial sign will also be purchased and installed.

Ongoing maintenance of the Park including watering, mulching, stump removals, tree removals, weeding, brush removals, tree pruning, creek clean-up, and trash disposal, is required.

*Status:* In June 2024, staff began meeting with community organizations that have the knowledge, expertise, and resources to properly maintain a “natural park” to explore possible partnerships to provide adequate ongoing maintenance. Staff has met with TreePeople as well as Tataviam Conservation Corps to discuss possible partnerships for ongoing maintenance. As part of their tree planting services, TreePeople staff currently visits weekly to hand-water the native plants and trees due to the vandalism of the park’s irrigations system. To support the health of these plants, they also apply mulch to help conserve moisture and prolong water availability. Additionally, the team repairs protective cages around newly planted vegetation and actively removes invasive species. Preparations are underway for the planting of 100 native plants this fall through the Calles Verdes grant.

On August 21, 2024, staff discussed utilizing Tataviam Conservation Corps to assist with the park’s upkeep through funding received by the Fernandefio Tataviam Band of Mission Indians. Their

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responsibilities would include creek clean-up, weed and brush removal, tree pruning, trail maintenance, tree stump removal, and trash disposal on a bi-weekly basis.

*Next City Council Action:* A maintenance agreement with the Tataviam Conservation Corps is tentatively scheduled to be presented to City Council on October 21, 2024.

*Tentative Completion Date:* On-going

### **Title: HSIP Traffic Signal Modification Project**

*Description:* The Highway Safety Improvement Project (HSIP) Cycle 8 involves upgrading traffic signals at nine (9) locations in the Metrolink Corridor (San Fernando Road and Truman Street). The traffic signal modifications will consist of removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, etc. The nine intersections include:

1. Hubbard Avenue at San Fernando Road
2. Hubbard Avenue at Truman Street
3. Hubbard Avenue at First Street
4. Maclay Avenue at San Fernando Road
5. Maclay Avenue at Truman Street
6. Maclay Avenue at First Street
7. Brand Boulevard at San Fernando Road
8. Brand Boulevard at Truman Street
9. Wolfskill Street at Truman Street

*Status:* The project is currently under construction. The City's contractor, Alfaro Communications Construction, Inc. continues to work on the removal and reconstruction of wheelchair ramps and adjacent sidewalk to meet ADA requirements. New vehicle signal heads and pedestrian heads are being installed on traffic signal poles. Seven (7) new traffic signal poles have been installed to date at the various project intersections. The City is working with the Southern California Gas Company to remove an abandoned gas line that conflicts with one of the remaining traffic signal pole foundation locations.

*Next City Council Action:* Acceptance of the project is tentatively scheduled for January 21, 2025..

*Tentative Completion Date:* December 23, 2024

### **Title: Citywide Traffic Signal Synchronization Project**

*Description:* The Citywide Traffic Synchronization Project involves upgrades of controller systems at 13 locations throughout the City. The traffic signal modifications will include installation of new Global Positioning System (GPS) units, traffic signal controllers, traffic signal cabinets, conduit, conductors, pull boxes, etc. Following the installation of new equipment, updated traffic signal timing charts will be inputted to synchronize traffic signals.

The locations that form part of the project are the following:

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1. Truman Street at South Workman Street
2. San Fernando Mission Boulevard at San Fernando Road
3. San Fernando Mission Boulevard at Pico Street
4. San Fernando Mission Boulevard at Hollister Street
5. San Fernando Mission Boulevard at Kewen Street
6. San Fernando Mission Boulevard at Mott Street
7. San Fernando Mission Boulevard at O'Melveny Street
8. North Maclay Avenue at Library Street
9. North Maclay Avenue at Fifth Street
10. North Maclay Avenue at Seventh Street
11. North Maclay Avenue at Eighth Street
12. South Brand Boulevard at Celis Street
13. South Brand Boulevard at Kewen Street

*Status:* The execution of the construction contract is underway. Following procurement of traffic signal controllers and cabinets, construction is anticipated to begin in December 2024.

*Next City Council Action:* Acceptance of the project as completed, tentatively scheduled for March 2025.

*Tentative Completion Date:* February 2025

### **Title: Curb Painting, Street Striping, and Street Markings**

*Description:* The Los Angeles County Department of Public Works (County) has been contracted to repaint pavement markings and striping with thermoplastic paint, including crosswalks, centerlines, stop legends, and curbs restrictions etc.

*Status:* The Los Angeles County Public Works Department (LACPWD) continues to stripe and install pavement markings throughout the City as part of the City's Citywide Street Striping project. Work may involve weekend work in order to focus on school zones with minimal traffic impact. The work involves restriping crosswalks, stop bars and pavement legends (i.e., STOP, Railroad Crossing) and restrictive curbing (red, yellow, green, blue and white.) Work is scheduled to be completed in October 2024. Work began on August 5, 2024. The County has completed approximately 60% of the project as of the end of September 2024. Pending work includes painting the centerlines, curbs and any potential punch list items.

*Next City Council Action:* N/A

*Tentative Completion Date:* December 2024

### **Title: Citywide Signage Upgrades**

*Description:* Replacement and installation of traffic control signs. The project consist of several types of sign replacements including but not limited to regulatory signs (black, white and red), warning and object markers signs (yellow), guide signs (green, blue brown and white.) The project will replace faded traffic control signs citywide including but not limited to: stop signs, speed limit signs, street sweeping, crosswalk signs, street name signs, wayfinding signs, and trolley signs.

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*Status:* Staff has obtained cost estimates from two (2) vendors and ordered the signs to compare the quality of the signs for the overhead mast arm street name signs. Staff will compare the quality of the signs before final selection of the vendor. Staff has also obtained quotes from vendors for the production of the wayfinding signs and trolley signs.

*Next City Council Action:* Approval of a contract for selected vendor(s) for wayfinding signs, trolley signs and overhead mast arm street name signs, and approve phasing and funding of the project will be scheduled for City Council consideration in November 2024.

*Tentative Completion Date:* Phase I to be completed in Spring 2025

### **Title: Bus Shelter Rehabilitation Project**

*Description:* The Bus Shelter Rehabilitation Project involves the installation of new bus shelters and bus benches at eight (8) bus stop locations, removal and reconstruction of damaged and non-ADA compliant wheelchair ramps, sidewalks and drive approaches, relocation/adjustment traffic signal/street lighting boxes and water meters, etc.

*Status:* The City Clerk opened three (3) bids on the scheduled bid opening date of September 11, 2024. Staff has reviewed the bids to confirm that all bid requirements were met and forwarded bids to METRO for final review

*Next City Council Action:* Award a construction contract is scheduled for November 4, 2024.

*Tentative Completion Date:* Start of construction planned for December 2024 with completion in February 2025.

### **Title: Pacoima Wash Bikeway Project**

*Description:* The San Fernando Pacoima Wash Bikeway and Pedestrian Path Project Phase I consists of constructing a bikeway and installing a prefabricated pedestrian bridge along the Pacoima Wash Channel from Fourth Street (Bradley Avenue) to Cindy Montañez Natural Park (Eighth Street). The project will connect students and San Fernando residents to a new non-motorized trail, offering opportunities for recreation and increased bike and pedestrian commuting options along local streets as noted in the City's Safe and Active Streets Plan, encouraging connectivity to wider bike and pedestrian network in neighboring communities within the City of Los Angeles. The project entailed construction of a 12 foot wide, 1.34-mile long Class I asphalt concrete bikeway, bioswales, retaining walls, prefabricated pedestrian bridge, installation of rectangular rapid flashing beacons, welded wire fence, solar lights, bollards, signage, striping, and markings, as well as access ramps.

*Status:* Construction is 95% complete.

*Next City Council Action:* Notice of Completion, scheduled for October 2024.

*Tentative Completion Date:* October 2024

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### **Title: Parking Management Program (Residential Permit Parking)**

*Description:* Residential – Create a residential permit parking program by conducting a thorough review of the municipal code to identify recommended updates that incorporate statewide policies and regulations. Review and update existing operational policies and enforcement guidelines to ensure that the program is fair and equitable throughout the City. Data will also be collected to assist in making data driven decisions as it relates to curb and parking management. At the conclusion of this project, City Council will be presented with a Residential Parking Action Plan that will include a thorough review of existing processes and procedures along with recommendations for updates and a proposed implementation plan for adoption.

Commercial – As part of the Downtown Master Plan, which encompasses all of the City’s major commercial corridors, updated parking data has been collected and recommendations for best practices will be presented by Walker Parking consultants. Additionally, staff is working to upgrade all parking meters in the commercial corridors to smart meters that accept both coins and credit cards.

*Status:* On July 15, 2024, the City Council approved a Professional Services Agreement with Dixon Resources Unlimited for Residential Parking Program Implementation Services. City staff held an initial kick-off meeting with the consultant in August and is working to schedule an Ad Hoc meeting to review the schedule and community engagement plan.

#### *Next City Council Action:*

- On September 16, 2024, a joint City Council/Planning Commission meeting will be held to discuss the Downtown Master Plan, which will include a discussion on parking in the commercial corridors.
- A purchase agreement to upgrade all parking meters in the downtown area to smart meters for City Council consideration is scheduled for October 7, 2024.
- Presentation of guidelines for proposed Residential Parking Program is tentatively scheduled for April 2025.

*Tentative Completion Date:* July 2025

### **Title: City Facility Condition Assessment Report**

*Description:* The Facilities Condition Assessment (FCA) report is a comprehensive evaluation of the current condition of all city owned facilities (buildings). This report is used to assess the physical state of the facilities, identify deficiencies, and estimate the costs associated with repairs, maintenance, and capital improvements. Key Components of a Facilities Condition Assessment Report: Inventory of Assets: A detailed list of all the assets being assessed, including buildings, infrastructure, and equipment. Visual Inspections: On-site inspections of the facilities to assess the condition of structural, mechanical, electrical, plumbing, and other building systems. Condition Ratings: Assigning condition ratings or scores to different components based on their current state, typically ranging from “excellent” to “poor.” Deficiency Identification: Identifying and documenting deficiencies or issues that need to be addressed, such as structural damage, outdated systems, or safety hazards. Cost Estimates: Providing cost estimates for the repairs, replacements, and improvements needed to bring the facilities up to desired standards or maintain their current state. Prioritization: Recommendations for prioritizing repairs and

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maintenance based on factors like safety, regulatory compliance, and potential impact on operations. Life Cycle Analysis: Analyzing the expected remaining useful life of building systems and components to plan for future replacements or upgrades. Recommendations: Strategic recommendations for maintaining, repairing, or upgrading the facilities, including short-term and long-term plans. Facility Condition Index (FCI): A metric often included in the report that provides a snapshot of the overall condition of the facility. It is usually calculated by dividing the total cost of repairs by the replacement cost of the facility.

The purpose of the FCA report includes; Strategic Planning: Helps organizations plan and budget for maintenance, repairs, and capital improvements over time. Resource Allocation: Assists in allocating resources more effectively by identifying priority areas. Risk Management: Identifies potential risks related to the physical condition of the facilities that could affect safety, compliance, or operations. Compliance: Ensures that facilities meet regulatory requirements and industry standards. Improvement Tracking: Provides a baseline to measure the progress of facility improvements over time.

FCA reports are commonly used by property owners, facility managers, government agencies, and educational institutions to manage their physical assets and make informed decisions about maintenance and capital investments.

*Status:* Project kick-off meeting will be held on October 16, 2024.

*Next City Council Action:* An overview of the data analysis conducted by Brightly is tentatively scheduled to be presented in January 2025.

*Tentative Completion Date:* June 2025

### **Title: Fixed Route ADA Sidewalk Improvement Project**

*Description:* The Fixed Route ADA Sidewalk Improvement Project consists in upgrading damaged and non-ADA compliant sidewalks, drive approaches, curb and gutters, wheelchair ramps, etc., along transit routes: Truman Street, from Brand Boulevard to Maclay Avenue; Hubbard Avenue from San Fernand Road to First Street; and Seventh Street and Harding Avenue.

*Status:* Determine detailed scope of work, field-checking sites, preparing cost estimates, preparing project specifications, identifying conflicting utilities, identifying business access that will be impacted by proposed construction. Complete project specifications and construction quantities, and advertise project for construction.

*Next City Council Action:* Award a construction contract, scheduled for December 2024.

*Tentative Completion Date:* Planned construction completion date, April 2025.

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### **Title: Las Palmas HVAC Project**

*Description:* Las Palmas Park is one of the City's primary community centers that hosts many in-person programs and activities each week. It also serves as one of the City's two (2) cooling centers during the hot summer months. Consequently, a functioning heating, ventilation and air condition (HVAC) system is imperative at this community center. Using ARPA funding, City Council has approved funding for partial replacement of the HVAC system at Las Palmas Park. Due to funding, the project is limited to upgrading the unit that serves the gym as it is the most used part of the building for events.

*Status:* On August 19, 2024, the City Council awarded a contract to Carrier Corporation. There is 10-12 week lead-time to receive equipment.

*Next City Council Action:* Acceptance of project, scheduled for winter 2025.

*Tentative Completion Date:* Winter 2025

### **Title: Emergency Generator Installation at Las Palmas and Recreation Park Facilities**

*Description:* Having emergency generators at a park cooling centers serves several important purposes, especially during extreme weather events or power outages. A generator ensures that cooling centers remain operational during power outages, which are common during extreme weather, allowing them to provide essential services such as air conditioning, lighting, and power for critical equipment like medical devices and refrigeration units. These centers offer a safe haven for vulnerable populations, including the elderly and those with medical conditions, and serve as a hub for community resilience by providing a dependable place for residents to gather, receive information, and access resources during emergencies. Additionally, they support the coordination of emergency services, distribution of supplies, and help protect public health by reducing heat-related illnesses and fatalities. By ensuring the center's functionality, emergency generators demonstrate preparedness and reliability, reinforcing public trust and establishing the cooling center as a vital part of the local emergency response plan.

Overall, emergency generators at the park cooling centers are a critical investment in community safety and resilience, ensuring that the center can provide essential services and a safe environment regardless of power grid stability.

*Status:* Two (2) generators have been received and placed on their respective concrete pads. The design for connecting generators to the switching mechanism and to the building is currently in plan check. Plan check is estimated to be completed by October 2024.

*Next City Council Action:* Approve Notice of Completion January 2025.

*Tentative Completion Date:* January 2025.

### **Title: Civic Center Beautification (Painting) Project**

*Description:* The Civic Center Beautification Project includes minor wall repairs, pressure washing block walls, painting the exterior of City Hall and the Police Department, and applying wood stain

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to wood surfaces. City Hall and the Police Department will remain open for business during the project.

*Status:* On August 5, 2024, the City Council awarded a contract to US National Corp. The project began September 2024. Staff obtained a quote from US National Corp to paint the entrance lobby of City Hall and the exterior of the Police Station. The change order amount came within the projects' budgeted amount and will proceed with the work. The contractor provided renderings of the proposed exterior paint scheme for the two (2) buildings (Attachment "D"), and is scheduled to move forward mid-October 2024.

*Next City Council Action:* Acceptance of project, scheduled for January 2025.

*Tentative Completion Date:* November 2024

### **Title: Urban Forest Management Plan**

*Description:* An Urban Forest Management Plan (UFMP) is a comprehensive blueprint for the sustainable care and stewardship of trees within the City. It encompasses a range of strategies aimed at preserving, enhancing, and effectively managing the City's urban forest ecosystem. These strategies in the UFMP include tree preservation, strategic planting initiatives, routine maintenance activities, and continuous community engagement efforts.

*Status:* On May 6, 2024, the City Council approved the Urban Forest Management Plan. Direction during that meeting included the following follow up items:

- Policy for the removal of trees
- Creation of Tree Commission and specific responsibilities
- Define what "Tree City USA" actually stands for

Additionally, at the August 12, 2024 Planning and Preservation Commission meeting, the role of the Commission as the City' Tree Commission was discussed.

*Next City Council Action:* Review of updated policies per direction on May 6, 2024.

*Tentative Completion Date:* January 2025

### **Title: Downtown Trash Enclosures**

*Description:* Renovate City owned trash enclosures in the San Fernando Mall area, to include doors, roofs, security and enhance appearance. Trash enclosures located in alleys parallel and north and south of San Fernando Road.

*Status:* Initial surveys of existing trash enclosure sites at the San Fernando Mall have been completed. Preparing concept designs for trash enclosures, preliminary cost estimates and project schedule. Plan to construct prototype trash enclosure to evaluate before constructing the remaining trash enclosures.



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*Next City Council Action:* Provide direction regarding proposed enhanced trash enclosures scheduled for October 7, 2024.

*Tentative Completion Date:* Pending City Council direction, planned construction completion date is summer 2025.

### **Title: City Owned Right-of-Way Beautification**

*Description:* Improving city-owned rights-of-way (ROWs) for beautification is a multi-faceted effort that enhances the visual appeal, functionality, and environmental quality of public spaces such as streets, medians, sidewalks, bikeways and easements.

*Status:* City Own Right of Way Beautification Streetscape (Parkways, Medians and Islands) - Working with the water division, operation staff is reestablishing the necessary infrastructure to support healthy vegetation within the city's public right-of-ways, this work is including the replacement of backwater flow devices, irrigation components and electrical/control wiring which have been stole. Staff is in the process of developing a comprehensive list of work activities for all location including city entrances islands, parkways, bikeway and medians. This includes review of the large planter pots along the Maclay Corridor.

Vacant Tree wells - Staff has request information on available species and estimated cost for replacement trees for the vacant tree wells in the downtown area. Once the trees are procured planting will take place this Fall. Fall is considered the best time of planting trees for several reasons which include, cooler temperatures, adequate soil moisture, root growth focus, less pest and disease pressures, less competition from weeds, easier soil conditions as well as period for spring growth preparation.

*Next City Council Action:* No City Council action anticipated.

*Tentative Completion Date:* Ongoing.

### **Title: Project Labor Agreement**

*Description:* Additional information will be provided as part of the next update on October 21, 2024.

*Status:*

*Next City Council Action:*

*Tentative Completion Date:*

### **Title: City Fleet Replacement and Heavy Equipment Program**

*Description:* The City Fleet Replacement and Heavy Equipment Program is designed to effectively manage, maintain, and optimize the city's fleet of vehicles and heavy equipment. This program ensures that all city-owned assets, including cars, trucks, specialized vehicles, and heavy machinery, are safe, reliable, cost-effective, and ready to support city operations. The program

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supports various city departments such as public works, public safety, parks and recreation, and transportation, providing essential vehicles and equipment to carry out their missions efficiently. During the FY 2024-2025 Budget process, City Council approved an enhancement of \$210,000 to purchase a new backhoe.

*Status:* The Department has initiated the purchase of heavy equipment for maintenance work and is in the process of evaluating its current fleet of vehicles and heavy equipment. Staff is in the process of identifying the need, clearly define the requirements for the heavy equipment based on the specific maintenance tasks, to ensure that the proper piece of equipment is procured that meets the needs of the department. This involves understanding the type, size, and specifications of the equipment required.

This identification of the need will be followed by staff conducting a needs assessment which will evaluate the current vehicle and equipment inventory and determine if there are gaps that the new purchase will fill. This assessment will consider the equipment's usage frequency, the scale of maintenance work, and potential future needs among other factors. Once the needs assessment is completed, staff will be conducting research on suppliers and what are the equipment options. Staff will investigate potential suppliers and compare different equipment models. Consider factors such as reliability, warranty, after-sales support, and compatibility with existing equipment will all be considered.

*Next City Council Action:*

*Tentative Completion Date:* On going program.

### **Title: Fog Seal Coating of Public Parking Lots**

*Description:* The Fog Seal Coating of Public Parking Lots Project involves a pavement treatment to create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays or reconstructions. A total of nine (9) parking lots will be resurfaced. The project also involves crack sealing, asphalt repairs and restriping of parking stalls.

The lots that form part of the project include:

- Parking Lot 3
- Parking Lot 5
- Parking Lot 6N
- Parking Lot 7
- Parking Lot 8
- Parking Lot 9
- Parking Lot 10
- City Hall Parking Lot
- San Fernando Police Department Parking Lot

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Parking Lots 1, 11, and 12 were completed as part of previous projects. Parking Lot 2 is a concrete parking structure therefore this type of treatment does not apply. Parking Lot 4 is part of the upcoming Calles Verdes Project.

*Status:* Construction will begin in October 2024.

*Next City Council Action:* Acceptance of the project is tentatively scheduled for February 2025.

*Tentative Completion Date:* December 2024

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### **Police Department.**

#### **Title: Police Station Cameras and Parking Lot Security Improvement Project**

*Description:* The San Fernando Police Department is enhancing its station security through the 2022 Urban Area Security Initiative (UASI) Grant, a federal program under the Department of Homeland Security aimed at strengthening local communities against potential threats. Grant-funded activities are restricted to UASI National Priorities, including the protection of soft targets and crowded places. These improvements include installing additional cameras in critical unmonitored areas and upgrading the resolution of existing cameras for better coverage. Additionally, the outdated access control system will be replaced with a modern key fob system, enhancing security by tracking and restricting access to designated areas, ensuring only authorized personnel can enter. This upgrade also enables the department to limit or revoke access for separated employees, preventing them from entering restricted areas.

This project also includes improving security for the Police Department parking areas. The Detective Parking Lot is currently ungated and vulnerable to tampering and break-ins, with multiple incidents of unauthorized individuals loitering or entering the lot. Unauthorized vehicles also frequently block the lot's entrance, delaying emergency responses. Installing a controlled access gate will prevent unauthorized individuals from entering and obstructing the lot, thereby improving safety for both sworn officers and civilian personnel. To further secure the area, a guardian-style wrought iron fence will be installed atop the existing five-foot cinderblock wall and a mesh screen will be added to the gate will protect officers and vehicles from being observed, especially when officers are transporting firearms or arrestees

The budget allocation for the Police Station Cameras/Access Control project is \$114,408 from grant funds. The budget allocation for the Parking Lot Security Improvement project is \$89,982 from grant funds.

*Status:* Police Station Cameras/Access Control – This project is in the procurement phase. The Department obtained camera and access control quotes from BearCom and identified a contract available for "piggybacking" on the equipment purchase. After consulting with UASI Grant managers from the City of Los Angeles, staff learned that a bid process is necessary for the project. An RFP for the Security Camera and Access Control Project was released on September 26, 2024. Site visits for interested bidders have been completed, and proposals are due by October 16, 2024. After the deadline, staff will evaluate the submissions and present a recommendation to the City Council for selection.

Parking Lot Security Improvement Project – Staff is awaiting the UASI 2024 Subaward Agreement from the City of Los Angeles. Once the agreement is secured and approved, staff will proceed with a notice inviting bids for the project.

*Next City Council Action:* Police Station Cameras/Access Control – Upon completion of the bid process, discuss and consider approving a professional services agreement for the purchase and

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installation of security cameras and access control system, tentatively scheduled for November 2024.

Parking Lot Security Improvement Project – Approve the 2024 UASI Subaward agreement once received from the City of Los Angeles (estimated in early 2025).

*Tentative Completion Date:* Police Station Cameras/Access Control, December 2024; Parking Lot Security Improvement Project, December 2025.

### **Title: Law Enforcement Technology Improvements**

*Description:* Handheld Ticket Writers – During the FY 2024-2025 Budget Process, the City Council approved an ongoing budget enhancement of \$30,000 for the lease and integration of four handheld ticket writers into the Department’s Records Management System. This acquisition will reduce redundant labor for Records Bureau staff, minimize human errors in data transcription and entry, and allow staff to focus on other duties. Additionally, it will help the Department maintain timely compliance with federal and state regulations while enhancing its traffic enforcement capabilities.

eSubpoena – During the FY 2024-2025 Budget Process, the City Council approved a one-time enhancement of \$7,320 and an ongoing enhancement of \$4,000 for the purchase and integration of eSubpoena software. This software will increase administrative efficiency related to subpoena service and court notifications. This technology will also reduce data entry and human error in Subpoena tracking and record keeping and free up staff time for other responsibilities, benefiting both officers and the public.

Flock ALPR Camera System – On September 14, 2023, the City received a grant from the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Program, allocating \$340,050 for the lease, installation, and implementation of Automated License Plate Readers (ALPR). The City Council subsequently approved a Master Services Agreement with Flock Safety for the installation and maintenance of 37 Fixed ALPRs throughout the City.

*Status:* Handheld Ticket Writers – On September 11, staff provided a copy of the City’s purchasing policy and sole source letter information to the vendor. Staff has learned that no other vendor offers all components of the ticket writers needed by the department. Staff is awaiting additional information to proceed with procurement.

eSubpoena – The service agreement with the vendor has been fully signed, and the vendor is coordinating a project kick-off meeting. After the meeting, a requisition will be submitted to issue a purchase order.

Flock ALPR Camera System – All 37 cameras are now installed and operational.

*Next City Council Action:* Handheld Ticket Writers – Approve contract for Handheld Ticket Writers, tentatively scheduled for October 2024.

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eSubpoena – No additional City Council action required.

Flock ALPR Camera System – No additional City Council action required.

*Tentative Completion Date:* Handheld Ticket Writers, October 2024; eSubpoena, October 2024; Flock ALPR Camera System, Installation Completed September 2024

### **Title: Police Department Overtime**

*Description:* On August 19, 2024, the City Council approved an additional overtime allotment of \$50,000. A resolution to appropriate the funds was subsequently approved by the City Council on September 3, 2024. The additional overtime is designated to address public safety concerns, specifically focusing on traffic and parking enforcement, DUI saturation patrols, enhanced investigative efforts, and crime suppression.

*Status:* On Wednesday, August 28, 2024, the SFPD Special Enforcement Team (SET), Detective Bureau, and a California State Parole Agent conducted a 290 PC Sex Registrant Compliance Check in San Fernando. The team visited the residences of nine (9) sex registrants, including individuals on active parole, to verify their compliance with release conditions. One (1) individual was arrested for failing to meet registration requirements.

On September 5, 2024, the SFPD Detective Bureau, SET, several California State Parole Agents, and a Probation Officer conducted a Parole/Probation Compliance Check. The team visited five (5) residences, contacted four (4) parolees, and made one (1) arrest for a parole violation.

Additional special enforcement, crime suppression, traffic and parking enforcement, and saturation patrol details are pending.

*Next City Council Action:* No additional City Council action required.

*Tentative Completion Date:* January 2025

### **Title: Police Officer Staffing Update**

*Description:* During the FY 2024-2025 Budget Process, the City Council approved a recurring budget enhancement of \$40,000 for a Police Corporal Program to support the Department's succession planning. Additionally, the City Council approved a one-time enhancement of \$15,000 to boost recruitment efforts (including background investigations, polygraphs, psychological evaluations) aimed at filling personnel vacancies.

*Status:* All 35 sworn police officer positions are filled, with four (4) officers in various stages of field training and one (1) Police Recruit scheduled to attend the Rio Hondo Police Academy beginning on September 18, 2024. The recruitment flyer for two (2) vacant Commander Positions has been released. The application deadline is October 31, 2024.

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A draft job specification for the Police Corporal position has been provided to the San Fernando Police Officers' Association and is currently being reviewed.

*Next City Council Action:* Review and approval of the Police Corporal job description, tentatively scheduled for November 2024.

*Tentative Completion Date:* February of 2025

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### **Recreation & Community Services.**

#### **Title: Afterschool Teen Program**

*Description:* During the FY 2024-2025 Budget process, the City Council approved an Afterschool Teen Program that provides a safe, structured environment for activities. The program convenes Monday through Friday, regularly in the hours after school of 3:00 p.m. to 6:00 p.m. and offers activities to help youth between the ages of 11 and 17 learn new skills, and develop into responsible adults. Activities are recreational, educational, cultural and social and may cover topics such as sports, technology, reading, math, science and the arts. This will be a healthy and positive environment where any San Fernando teen can come and engage in positive activities.

*Status:* Staff recruitments were opened and completed. Staff were identified and are in the onboarding process. Staff training will follow as we work on weekly activity curriculum. Flyer and marketing narrative are in the process of being approved and program equipment, materials and supplies are being procured.

*Next City Council Action:* No additional City Council action required.

*Tentative Completion Date:* Program launch date is scheduled to be Monday, October 7, 2024.

#### **Title: Park Opportunity Plan**

*Description:* The Park Opportunity Plan (POP) project aims to revitalize urban spaces in the City by conducting a comprehensive land inventory in order to identify opportunities for future use and development. In parallel, the project fostered deep community engagement through activities like walk audits, focus groups, and workshops. The final deliverable includes the land and open space inventory, the SFPOP final report, and new concepts and designs for at least three open spaces.

*Status:* The Land and Open Space Inventory project is on schedule. The consultant is in the process of preparing the final report, which will be presented, to the Parks, Wellness and Recreation Commission in September 2024, followed by a presentation to City Council in October 2024.

*Next City Council Action:* Final report presentation is scheduled for October 7, 2024.

*Tentative Completion Date:* October 2024



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### **Finance.**

#### **Title: Enterprise Resource Planning Software (Finance System)**

*Description:* The City's current financial system, Tyler Eden, will no longer be supported effective March 2027. In preparation, Staff will focus on awarding a professional services agreement and initiating implementation for replacement of the Project goals for Phase I of this transition will focus primarily on development of General Ledger – Financials and data migration. Through the Adopted Fiscal Year 2024-2025 Budget, the City Council approved funding for system replacement for \$100,000 towards implementation expenses and \$40,000 in ongoing software subscription costs.

*Status:* Staff held initial demonstrations with three (3) software vendors specializing in municipal government financial systems in June and July. Based on evaluations, two (2) vendors were invited to present onsite in August and September. Reference checks with other cities utilizing the finalists' software will additionally be conducted prior to staff making a recommendation for City Council consideration.

*Next City Council Action:* Staff anticipates a final recommendation for City Council consideration to be presented by November 18, 2024.

*Tentative Completion Date:* Implementation time will vary from 9 – 18 months, contingent upon the software vendor selected.

#### **Title: Update on City's OPEB/Pension Liabilities**

*Description:* The City provides full-time employees with a defined benefit pension through the California Public Employee's Retirement System (CalPERS) and pays other post-employment benefits (OPEB) to certain retirees or a group of retirees for health care costs. City Council has requested an informational presentation on OPEB actuarial report and related investments from the City's financial advisor.

*Status:* Staff is in coordination with the City's actuarial services consultant, Foster & Foster, in the development of the updated valuation reporting for the fiscal year ending June 30, 2023. Initial data has been provided to the consultant, which is being used to generate reporting and disclosure issues and assists the City with understanding the financial statement impact, the effect of actuarial assumptions and methodology, development of funding policies and recommended contributions, and a review of the plan design.

*Next City Council Action:* Staff anticipates a final report for presentation to City Council by November 4, 2024.

*Tentative Completion Date:* November 4, 2024

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### **Title: Residential Water Service Shut Off Policy**

*Description:* On July 15, 2024, the City Council approved the Discontinuation of Residential Water Services for Non-Payment Policy as required by Senate Bill 998 (SB 998) and Senate Bill 3 (SB 3) which will take effect January 1, 2025. City Council also moved to direct staff to return at a future meeting with guidance and recommendations regarding the City's ability to collect delinquent sums on the tax roll similar to the manner in which delinquent trash sums are also collected.

*Status:* Staff has conferred with the City Attorney to research this item to analyze a) if assessments are allowable for residential water services due to non-payment and b) the pros/cons of this process versus a water shut-off process. Preliminarily, we were advised as follows:

- 1) Charges for water consumption are property related fees and charges within the meaning of Proposition 218 (codified under Article XIID of the California Constitution);
- 2) As such, an ordinance or resolution establishing or increasing water rate charges requires the conduct of a so-called "majority protest" public hearing which requires the issuance of a written notice to water customers no less than 45 days from the date of the hearing; and
- 3) In order to preserve the ability to collect delinquent water charges on the tax roll, the City, as part of the majority protest approval process, must send notice to the owners of real property parcels that receive water service, even if the property owner is not the water customer (e.g., where the water customer is a tenant and not the owner affect parcel). (See Govt. Code Section 53755(a)(3) and Health & Safety Code Sections 5471, 5473 and 5473a). If the City did not provide such notice when it last conducted a majority protest hearing setting its current water rates, it would require the initiation of a new majority protest process in which such notice was provided to property owners (not just customers) for the City to avail itself of the right to collect delinquent charges on the tax roll.

Staff is continuing to work with the City Attorney and additionally in process of surveying other municipal operations to illustrate use of assessments versus water shut-off process for residential water services due to non-payment.

*Next City Council Action:* Staff plans to return to City Council by October 21, 2024, with an agenda item with this information for discussion and direction.

*Tentative Completion Date:* If City Council provides direction to continue the water shut-off process, staff will proceed following the first water billing after January 1, 2025. If direction is provided to proceed with the assessments, staff will coordinate with the Los Angeles County Auditor-Controller Office for next steps.

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### **Title: American Rescue Plan Act (ARPA) Allocations**

*Description:* The City has received a total of \$5,818,339 American Rescue Plan Act (ARPA) funds. Through the Fiscal Year 2024-2025 Budget Study Sessions, City Council provided direction on the current ARPA Expenditure Plan (see Attachment "B"). Subsequent recommendations were provided at the July 15, 2024 City Council Meeting to reduce funding to the First Time Homebuyer Support & Rehab Loan Revolving Fund (Project #15) from \$100,000 to \$50,000 and increase the Sidewalks Repairs (Project #14) from \$1,071,839 to \$1,121,839.

*Status:* Status updates regarding each approved project and associated budget are enclosed in Attachment "B".

*Next City Council Action:* Staff will continue to use this standing item to report to City Council with updates to ensure that all ARPA funds are contracted by the December 31, 2024, deadline.

*Tentative Completion Date:* All funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

### **Title: Online Bill Payment System (Paymentus)**

*Description:* Currently, the City provides water and sewer utility customers with the option to pay utility bills in person at City Hall, by mail, by direct debit from a checking account or via drop box. In person, only cash, checks, and debit cards are accepted for payment. The City Council adopted the Fiscal Year (FY) 2023-2024 Budget, which included a Finance Department Work Plan objective to identify a utility payment software solution to provide residents with expanded payment options for credit card and online payments.

*Status:* On October 16, 2023, the City Council approved an agreement with Paymentus Corporation for online payment services. Due to staff turnover, however, the vendor did not countersign the agreement until December 2023 and the kickoff did not occur until January 2024. The implementation of the system also proved challenging due to the City's current financial accounting system, which has limitations due to impending retirement in March 2027. Staff was able to develop an alternative method for integration through its cashiering system, but system testing was halted because of issues that arose during the transition of IT Managed Services, which have not yet been resolved. Pending approval of a new IT service provider, this project has been prioritized to complete testing and pilot.

*Next City Council Action:* No additional City Council action required.

*Tentative Completion Date:* January 2025

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### **BUDGET IMPACT:**

There is no additional budget impact to receiving and filing this status report. All reported enhancements, projects, and priorities currently have sufficient funding as appropriated through the Fiscal Year 2024-2025 Adopted Budget.

### **CONCLUSION:**

It is recommended that the City Council receive and file this status update on enhancements, projects and City Council priorities and provide direction, as appropriate.

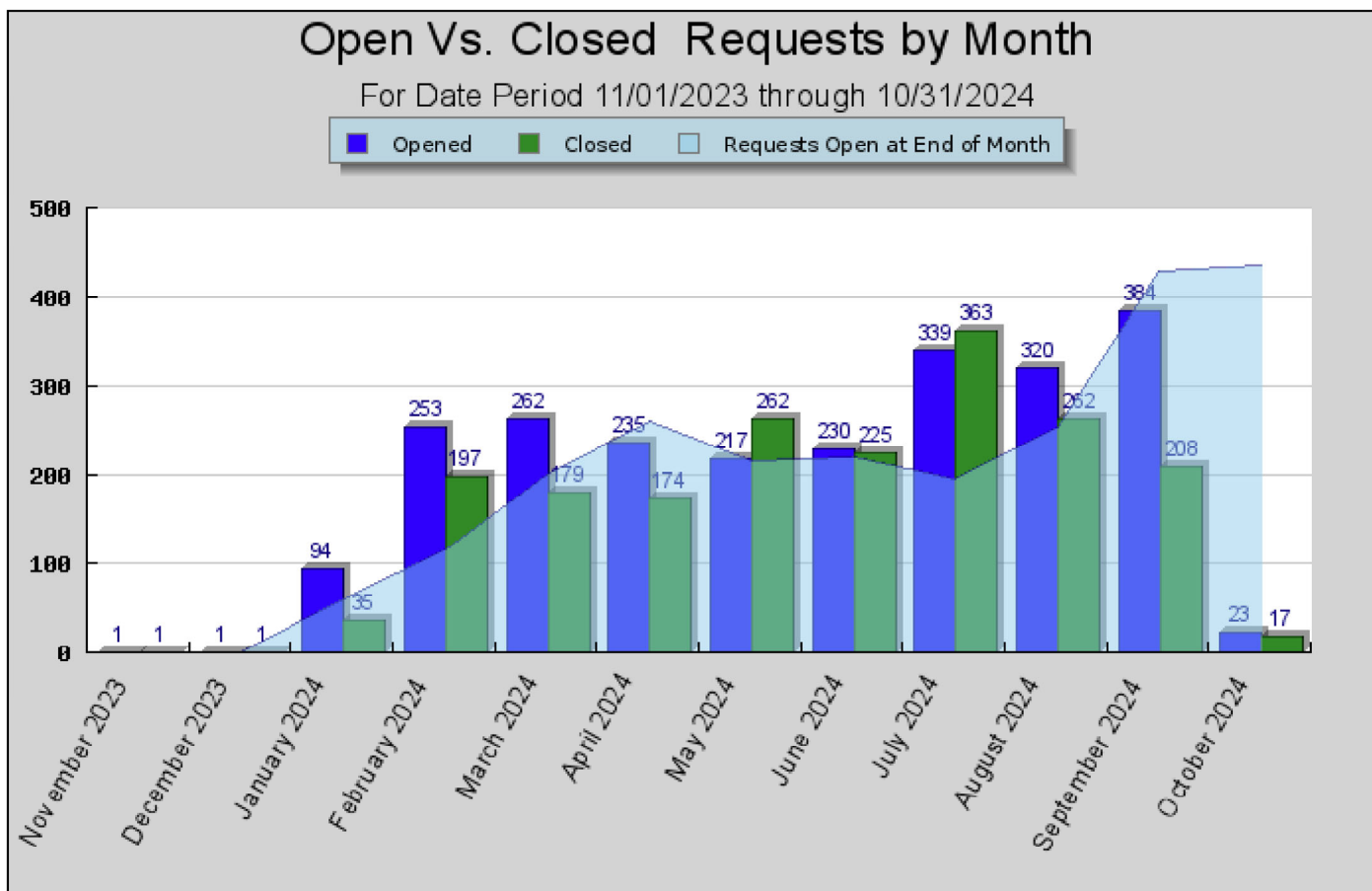
### **ATTACHMENTS:**

- A. My San Fernando App Work Order Reports
- B. ARPA – Expenditure Plan & Status Report
- C. Completed Items
- D. Exterior Paint Scheme Renderings for City Hall and Police Station

One Year Analysis of Opened Internal & External Requests  
Ending October 2024

	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	Total
<b>Administration</b>													
City Council	0	0	0	0	0	0	0	0	0	0	0	0	0
City Website	0	0	0	0	0	0	0	0	0	0	0	0	0
Job Opportunities	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening a New Business	2	0	0	0	0	0	0	0	0	0	0	0	2
<b>Total - Administration</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>City Clerk</b>													
Commissions and Boards	0	0	0	0	0	0	0	0	0	0	0	0	0
Elections	0	0	0	0	0	0	0	0	0	0	0	0	0
Meetings and Agendas	0	0	0	0	0	0	0	0	0	0	0	0	0
Municipal Code	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Records Request	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total - City Clerk</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Community Development</b>													
Building Code Violation	0	0	0	6	5	8	10	12	13	15	16	0	85
Graffiti on Private Property	0	0	3	53	68	59	42	56	54	49	61	1	446
Homelessness Outreach	0	0	12	20	16	10	14	8	21	12	17	4	134
Online Permit Counter	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Maintenance	0	0	12	0	0	0	0	0	0	0	0	0	12
<b>Total - Community Development</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>79</b>	<b>89</b>	<b>77</b>	<b>66</b>	<b>76</b>	<b>88</b>	<b>76</b>	<b>94</b>	<b>5</b>	<b>677</b>
<b>Finance</b>													
Business Licence	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Bill	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total - Finance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Police</b>													
Abandoned Vehicle	0	0	0	12	3	6	3	3	6	13	10	0	56
Animal Control	0	0	0	0	0	0	0	0	0	0	0	0	0
Neighborhood Watch	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-emergency	0	0	0	0	0	0	0	0	0	0	0	0	0

<b>Total - Police</b>	0	0	0	12	3	6	3	3	6	13	10	0	56
<b>Public Works</b>													
<b>Bus Stop/Shelter Maintenance</b>	0	0	0	0	0	0	0	0	0	0	3	0	3
<b>City Facility/Restroom Mainten</b>	0	0	0	0	0	0	0	0	0	1	1	0	2
<b>City Trees</b>	0	0	0	0	4	2	5	3	9	8	14	1	46
<b>Graffiti and Sign Posting on P</b>	1	1	38	66	50	56	60	52	82	95	93	2	596
<b>Illegal Dumping and Litter</b>	0	0	11	64	49	69	60	55	99	90	98	10	605
<b>Park Maintenance</b>	0	0	0	0	6	4	0	2	2	1	15	0	30
<b>Sidewalk Repair</b>	0	0	4	6	9	7	8	7	11	6	18	2	78
<b>Storm Drain and Flooding</b>	0	0	2	1	0	1	2	0	0	4	0	0	10
<b>Street Lighting</b>	0	0	10	12	14	5	7	15	15	12	18	0	108
<b>Street Repair</b>	0	0	2	11	38	5	4	9	8	6	11	0	94
<b>Street Signage</b>	0	0	0	1	0	3	2	4	17	7	2	2	38
<b>Street Sweeping</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Traffic Signal</b>	0	0	0	1	0	0	0	4	2	2	8	1	18
<b>Trash &amp; Bulky Items</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total - Public Works</b>	1	1	67	162	170	152	148	151	245	232	281	18	1628
<b>Recreation and Community Services</b>													
<b>Facility Rentals</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Recreation Programs</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Social Services</b>	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>Swimming Pool</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Services</b>	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>All Topics</b>													
<b>Total All Topics</b>	4	1	94	253	262	235	217	230	339	321	385	23	2364



**ARPA Expenditure Plan & Status Report**

ITEM	STATUS	PROJECT/PROGRAM	BUDGETED	SPENT	CONTRACTED	BALANCE
1	Complete	Annual Street Repavement - Phase II	1,007,232	1,007,232	-	-
2	Complete	COVID-19 Relief/Response Reimbursement	205,940	205,940	-	-
3	Complete	Layne Park Revitalization Project	200,341	200,000	-	341
4	Complete	Council Chambers/AV Upgrade	24,981	24,981	-	-
5	In Progress	Upper Reservoir Project	850,000	513,184	23,744	313,072
6	In Progress	Homeless Outreach Services	300,000	132,266	13,708	154,026
7	In Progress	Pioneer Park Project	254,961	-	-	254,961
8	In Progress	Downtown Master Plan	250,000	127,785	122,215	-
9	In Progress	Annual Street Repavement - Phase III	250,000	164,716	85,284	-
10	In Progress	Technology Improvements	179,845	31,171	-	148,674
11	In Progress	Las Palmas & Rec Park Generator Project	150,000	68,561	70,751	10,688
12	In Progress	City Mobile App - Virtual San Fernando	148,200	29,080	78,800	40,320
13	In Progress	Feasibility Study - New City Park Space	50,000	49,592	-	408
14	Planning Stage	Sidewalk Repairs	1,121,839	-	-	1,121,839
15	In Progress	First Time Home Buyer & Rehab Loan Program Revolving Fund	50,000	-	-	50,000
16	In Progress	Las Palmas HVAC Project	400,000	-	-	400,000
17	In Progress	Citywide Curb Repainting	200,000	-	-	200,000
18	In Progress	City Hall Beautification	100,000	-	-	100,000
19	In Progress	Las Palmas Server Room Transition	50,000	-	-	50,000
20	In Progress	Wifi at LP & Recreation Park w/Computer Rooms	25,000	10,634	-	14,366
<b>Total</b>			<b>\$ 5,818,339</b>	<b>\$ 2,565,141</b>	<b>\$ 394,503</b>	<b>\$ 2,858,695</b>



## COMPLETED ITEMS

### City Manager's Office & City Clerk's Office.

**Title: City Council Office Redesign**

*Description:* During the FY 2023-2024 budget process, the City Council approved an enhancement to redesign the City Council office to be suitable to host City related meetings. The budget allocation for this program is \$5,000.

*Status:* On May 20, 2024, the City Council authorized staff to move forward with the renovation based on the five (5) desk design presented during the meeting. The City Council Office is substantially complete and is ready for use. The final remaining action is to add the City seal and logo to the office walls.

*Next City Council Action:* N/A

*Tentative Completion Date:* Completed in September 2025

### Community Development Department

**Title: Animal Control Contract Management**

*Description:* The City contracts with the Los Angeles County Department of Animal Care & Control (DACC) to provide animal control services. Services include field services for animal care and control, including enforcement of state statutes and municipal animal control ordinances, dead animal pickup, and licensing fee canvassing and collection. In addition, kennel and animal shelter services at Los Angeles County shelters, which accept all animals delivered for impoundment from within the City boundaries 24 hours per day is included in the service agreement. Based on City Council direction, staff reported on research related to alternative service providers and determined entering into contracts with other service providers was not feasible for reasons outlined in the agenda report. On May 6, 2024, the City Council approved a five-year Agreement (through June 30, 2029) to provide animal care and control services to the City.

*Status:* Staff has continued to search potential non-profits or other entities to assist with trapping of the feral cats for the purposes of having them spade or neutered. Unfortunately, to date there has not been one identified. It should be noted that at the Strategic Goals and Budget Session on February 12, 2024, additional animal control services for trapping and relocation was included as a potential area to be funded by available discretionary funds. However, this effort was not funded through the FY 2024-2025 budget process.

*Next City Council Action:* N/A

*Tentative Completion Date:* Completed in June 2024

## **Public Works Department**

### **Title: Position Reclassification: Convert Four (4) Part-Time Maintenance Workers to Two (2) Full-Time Maintenance Workers for Graffiti and Tree Maintenance**

*Description:* Converting four (4) part-time maintenance workers into two (2) full-time maintenance workers to two (2) full time positions for graffiti and tree maintenance positions.

*Status:* Positions have been filled new hires are being on boarded.

*Next City Council Action:* No City Council action anticipated.

*Tentative Completion Date:* October 31, 2024.

## **Police Department**

### **Title: Narcotics Incinerator**

*Description:* During the FY 2024-2025 Budget Process, the City Council approved a one-time enhancement of \$11,937 for a drug disposal program, funded through Opioid Settlement Funds. This program will involve purchasing a smokeless narcotics incinerator for the police department to safely dispose of prescription and illicit drugs. The incinerator will eliminate the need to store narcotics at the department until a disposal operation can be organized, which previously required 8 to 10 armed officers to transport drugs to Long Beach—the nearest facility, which is no longer operational. This enhancement will allow the police department to dispose of narcotics and prescription medications on-site, benefiting both the department and the community.

*Status:* The narcotics incinerator has been purchased and was delivered on September 9, 2024.

*Next City Council Action:* No further action is necessary.

*Tentative Completion Date:* Completed in September 2024.





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# San Fernando City Hall

Yesenia Canas, Property Services Representative, 818-281-3116, yesenia.canas@dunneedwards.com



ORIGINAL PHOTO

## Color Schemes For Your Consideration

DUNN-EDWARDS® Color Rendering Department





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# San Fernando City Hall

Yesenia Canas, Property Services Representative, 818-281-3116, yesenia.canas@dunneedwards.com



ORIGINAL PHOTO

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# San Fernando City Hall

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Scheme

# 2

- 1** Upper Body - DEW383 Cool December
- 2** Bottom Body - DE6375 Castlerock
- 3** Tile - DE6370 Charcoal Smudge
- 4** Lettering - DE6370 Charcoal Smudge
- 5** Accent - DE6375 Castlerock
- 6** Railings - DE6370 Charcoal Smudge



**1**



**2 5**



**3 4 6**

### DISCLAIMER

Paint colors represented are approximations and are not exact matches. No guarantee is intended and approval of final colors, and color placement is the responsibility of the building owner or the owner's agent.





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# San Fernando City Hall

Yesenia Canas, Property Services Representative, 818-281-3116, yesenia.canas@dunneedwards.com



Scheme

# 2

- 1** Upper Body - DEW383 Cool December
- 2** Bottom Body - DE6375 Castlerock
- 3** Tile - DE6370 Charcoal Smudge
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- 5** Accent - DE6375 Castlerock
- 6** Railings - DE6370 Charcoal Smudge



**1**



**2 5**



**3 4 6**

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# San Fernando Police Station

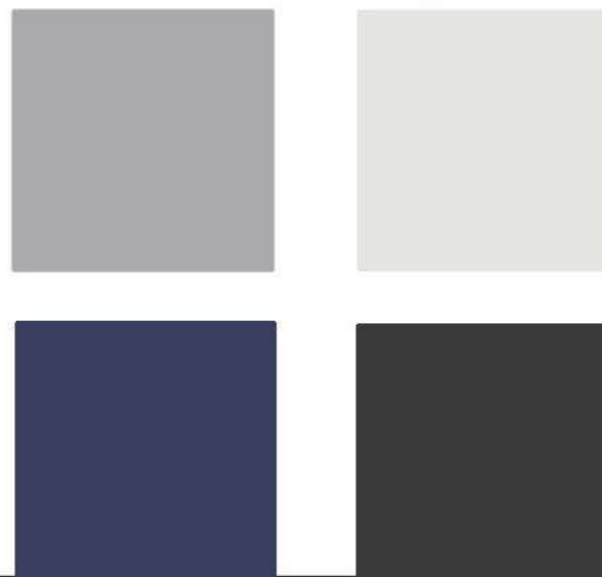
Yesenia Canas Property Sales Representative, 818-281-3116, yesenia.canas@dunedwards.com



Scheme

# 3

- 1** UPPER BODY- DE6375 Castlerock
- 2** BOTTOM BODY - DE6365 Cold Morning
- 3** TILE - DET576 Singing the Blues
- 4** LETTERING - DET576 Singing the Blues
- 5** UTILITY DOOR - DET576 Singing the Blues
- 6** RAILINGS - DET576 Singing the Blues
- 7** SIGN BOX - DEA002 Black



### DISCLAIMER

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** October 7, 2024

**Subject:** Consideration to Approve a Professional Services Agreement to Acorn Technology Services to Provide Information Technology Managed Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Services Agreement to Acorn Technology Services (Attachment “A” – Contract No. 2301), in the amount not-to-exceed \$427,600, to provide professional Information Technology (IT) Managed Services for an initial two-year agreement through October 31, 2026, with an option to renew three (3), one-year extension terms for an amount not-to-exceed \$260,405 for the term ending October 31, 2027; and \$278,102 for the term ending October 31, 2028; and \$268,971 for the term ending October 31, 2029;
- b. Authorize contingency of 10% of the annual contracted services amount, for IT-related project costs and authorize City Manager to execute change orders as necessary up to contingency authority, within the annual authorized professional services IT Division (135) budget in a given fiscal year; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On December 15, 2023, the City released a Request for Proposals (RFP) for IT Managed Services for a two (2) year initial term to begin on July 1, 2024, with three (3) one-year extension options.
2. A mandatory IT job walk was conducted on January 18, 2024, and eight (8) firms submitted proposals by the extended due date on February 9, 2024.
3. On May 20, 2024, City Council awarded the IT Managed Service Provider (MSP) professional services agreement (Contract No. 2240) to NetXperts LLC.

## Consideration to Approve a Professional Services Agreement to Acorn Technology Services to Provide Information Technology Managed Services

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4. On June 28, 2024, during the onboarding process, NetXperts LLC informed staff that their original Proposal did not incorporate a mandatory service component, Security Operations Center/Managed Detection and Response, as part of the IT Managed Service engagement.
5. On July 1, 2024, NetXperts LLC subcontracted with Noynim, a Colorado-based IT Managed Services, to administer the City's contract. This arrangement, however, was also not included in their original proposal or authorized through the Professional Services Agreement.
6. On September 9, 2024, the onsite IT technician through Noynim issued a one-week resignation. Noynim did not have a replacement resource available to provide uninterrupted services and coverage.
7. On September 13, 2024, staff reached out to Acorn Technology Services, a finalist from the IT Managed Services RFP process.
8. On October 1, 2024, the City issued a written Notice of Termination, per section 5.1 of the Professional Services Agreement (Contract No. 2240), between the City and NetXperts, LLC.

### ANALYSIS:

Information technology (IT) services are a critical component to creating an efficient and effective business environment. While the City has put an emphasis on modernizing its technology backbone and infrastructure in recent years, including the creation of the IT Systems Administrator position, much of its operations are contracted through a managed service provider. IT Managed Service Providers (MSPs) are companies that provide a range of IT services and support to businesses. These services include, but are not limited to, network management, cybersecurity, data backup and recovery, cloud computing, software as a service (SaaS) management, hardware maintenance, helpdesk support, and more.

On May 20, 2024, the City entered into a two-year Agreement with NetXperts LLC (Contract No. 2240) for IT managed services, reserving the right to extend the term of the contract for three additional one-year terms. Staff recommended NetXperts LLC based on the information provided in its proposal to ensure the City received comprehensive service at a competitive price. However, the services provided by NetXperts' since onboarding has not reflected the information provided in their proposal, which has resulted in a number of performance concerns, including the following:

- After being awarded the agreement, NetXperts contracted a sub-consultant, Noynim, to manage the City's IT services and did not inform the City nor get the proper consent.

## Consideration to Approve a Professional Services Agreement to Acorn Technology Services to Provide Information Technology Managed Services

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- After being awarded the agreement, NetXperts alerted staff that their Proposal did not include a required service component, Managed Detection and Response Services, as part of the engagement. They in turn, initiated billing for this critical component at a rate of \$3,500/monthly (i.e. \$42,000/year).
- When contacted regarding a potential network concern, the sub-consultant responded that security operations services were outside the engagement scope and that time and material billing would apply for after-hours incidents; it is the City's interpretation and intent that this service is included in the scope of the engagement.
- Although no onsite formal assessment has been conducted since onboarding, the sub-consultant declined to support the City's network infrastructure unless the City replaces certain hardware equipment, which would require an investment of more than \$500,000; this was not included in their proposal despite the required pre-bid site walk that provided each respondent with the opportunity to analyze the existing conditions of the City's network prior to submitting a proposal. Any and all required investments should have been identified in NetXperts proposal to be analyzed as part of the bid. However, no such information was included in their proposal.
- While the City evaluated NetXperts and all proposing finalists based on experience with public agencies, the sub-consultant (which, again, was not included as part of their original proposal and, therefore, were not vetted during the proposal review by staff) does not have public sector experience and has only managed private entities.
- The sub-consultant has failed on multiple occasions to communicate upgrades and service maintenance procedures, which has routinely caused system access issues.
- NetXperts has since restructured, losing a majority of the key project team members as outlined in their proposal, including its President and Account Manager.
- NetXperts' onsite technician issued a notice of resignation and departed the City on September 13, 2024, with no replacement or coverage provided by the vendor.

Given the vendor's ongoing performance issues, multiple violations of the service agreement, incomplete and misleading proposal, accrual of service fees that the vendor unilaterally considers outside the scope of the engagement, and the risk posed to the City's technology infrastructure and operations, staff worked with the City Attorney to issue a notice of termination of NetXperts' services effective October 31<sup>st</sup>.

In effort to minimize service disruption, staff referred to the IT Managed Services RFP finalists list. Among the finalists included Acorn Technology Services, which was rated second through the RFP process. Staff would have rated Acorn Technology Services higher through the

**Consideration to Approve a Professional Services Agreement to Acorn Technology Services to Provide Information Technology Managed Services**

Page 4 of 5

evaluation process had NetXperts’ proposal provided greater transparency regarding costs and the company’s organizational structure. Acorn Technology Services has worked with a number of public agencies, including City of South Pasadena, City of Monrovia, and the City of Rancho Palos Verdes. Staff has contacted each of the aforementioned cities and received strong references regarding Acorn’s performance. Acorn additionally has experience with public safety and water operations, which require 24/7 critical incident management.

Staff reached out to Acorn to confirm availability and capacity to transition services, if awarded. Acorn has expressed its interest in a long-term partnership and commitment to an efficient onboarding and implementation in effort to minimize any disruption utilizing a phased and prioritized approach for business continuity. Acorn has also offered to work with the IT Division to develop a Technology Condition Assessment and Roadmap, which can be used to identify future needed capital investments to continue modernizing the City’s technology infrastructure. It is for these reasons staff is recommending that City Council award the contract for information technology managed services to Acorn Technology Services.

**BUDGET IMPACT:**

Acorn Technology Services provided a revised cost proposal, which is inclusive of all services requested through the RFP as follows:

<u>IT FIRM</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3 (OPTIONAL)</u>	<u>YEAR 4 (OPTIONAL)</u>	<u>YEAR 5 (OPTIONAL)</u>
<b>Acorn Tech Services</b>	\$205,250	\$222,350	\$236,731	\$252,820	\$268,971

The service agreement with Acorn Technology Services will be at an initial prorated cost of \$154,387 for Fiscal Year 2024-2025, due to partial year service.

The total budget for IT Professional Services for Fiscal Year 2024-2025 is \$172,367. While sufficient to cover the Acorn Technology Services agreement, total payments to NetXperts through the termination of the agreement total \$65,160. Staff has identified potential offsets through the Administrative Services Department budget to absorb most of the costs. However, to fully offset the cost, staff is requesting the budget enhancement of \$25,000 for this year’s PC replacement program be re-appropriated to fund the IT Managed Services agreement. While the impact will result in pausing the replacement of approximately 15 computers, it will also allow adequate time for Acorn Technology Services to develop the Technology Condition Assessment and Roadmap to establish a comprehensive prioritized and phased approach to the City’s technology replacement strategy.

Subsequent funding through the remaining term of the agreement will be incorporated in the City’s annual budget process.

**Consideration to Approve a Professional Services Agreement to Acorn Technology Services to Provide Information Technology Managed Services**

Page 5 of 5

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**CONCLUSION:**

Staff recommends authorization to approve a professional services agreement with Acorn Technology Services to provide professional audit services for a term of two (2) years, with an option to renew for three (3), one-year extension terms.

**ATTACHMENTS:**

A. Contract No. 2301, including:

Exhibit "A": Request for Proposals for Information Technology Managed Services ([digitally provided through weblink](#))

Exhibit "B": Acorn – Proposal for Information Technology Managed Services

Exhibit "C": Acorn – IT Managed Services: Q&A + Best and Final Offer



2024

PROFESSIONAL SERVICES AGREEMENT

(Parties: Acorn Technology Services and City of San Fernando)  
(Engagement: Information Technology Managed Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 7<sup>th</sup> day of October, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and ACORN TECHNOLOGY SERVICES (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires Information Technology Managed Services; and

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

WHEREAS, execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of October 7, 2024, under Agenda Item No. \_\_; and

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 on October 8, 2024 through October 31, 2026 (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. The Term may be extended for three (3) 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 "Information Technology Managed Services" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for Managed Information Technology Services" (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.

## 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.



**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2301

**Information Technology Managed Services**

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- 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 "IT Managed Services: Q&A + Best and Final Offer (rev 09.19.2024)" 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 four hundred twenty-eight thousand seven hundred dollars (\$428,200) for the initial two year agreement through October 31, 2026, with amounts not-to-exceed \$260,405 for the term ending October 31, 2027; \$278,102 for the term ending October 31, 2028; \$268,971 for the term ending October 31, 2029. Year; and up to 10% per year for additional IT-related project work requested by the City (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.
- 1.5 **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 City Manager and Director of Administrative Services (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 Tim Femister 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) 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 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 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.
- 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 **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](http://www.sam.gov)) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

### 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. 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 two million dollars (\$2,000,000) 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 **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 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:**

CU Technology  
 DBA: Acorn Technology Services  
 Attn: Craig Wolynetz  
 1960 Chicago Avenue, Suite E9  
 Riverside, CA 92507  
 Phone: 909-303-0569

**CITY:**

City of San Fernando  
 Attn: Director of Administrative Services  
 117 Macniel Street  
 San Fernando, CA 91340  
 Phone: 818-898-7307

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.

*Signature page to follow*

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2301

**Information Technology Managed Services**

Page 20 of 20

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:**

**ACORN TECHNOLOGY SERVICES:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_



*Information Technology Managed Services*



**City of San Fernando  
Jan 18<sup>th</sup>, 2024**



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## SECTION 1: PROPOSAL SUMMARY

Acorn Technology Services is thrilled to present this proposal to the City of San Fernando! After carefully analyzing the RFP and visiting the City, we are extremely confident that Acorn is an ideal partner for the City. Why?

- We speak the same language. Acorn embraces standards like COBIT, ITIL, and ITSM. (Details in proposal.) These are not just acronyms to us; they're how we run our business.
- Goldilocks MSP: We are large enough to have ample technical firepower (70+employees), but small enough to have obsessive customer service. Acorn is run by its two owners who have a vested interest in the organization's success.
- Security: Everything we do, every process we create, every tool we adopt is filtered through a NIST security lens.
- Local: Although most IT tasks can be done remotely, it's nice to have a local presence just in case. Our bench is deep and it's only a few miles away.

Our proposition uniquely combines decades of experience in supporting local municipal governments, highly specialized security services, staff augmentation expertise, and strategic IT planning.

Acorn Technology has been doing business for over 22 years. We specialize in supporting local governments with customers spanning from Washington State through Southern California. Acorn has supported customers in 17 states and internationally, in both Canada and Germany. Acorn has extensive experience supporting municipalities, public safety, special districts, and other local government agencies including police and fire departments. In addition to Acorn's US Based helpdesk support, Acorn provides dedicated onsite support to many of its government agency clients.

Acorn Technology Services was originally founded in year 2000. Our team of 70+ members has depth and breadth of extensive experience in providing Information Technology Services, including but not limited to: Security Assessments, IT Assessments, IT risk assessments, strategic planning, project management, managed IT Services; desktop support, server and network administration, systems design and implementation, disaster recovery, vulnerability scans, critical systems monitoring, documentation, training, 24 x 7 x 365 technical support, 24 x 7 x 365 Network Operations Center and a Security Operations Center.



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Below are some distinguishing characteristics of how we do business:

### Partnership

Acorn has built its success on creating partnerships, not collecting customers. We act as an extension of our City partners, providing an Enterprise-grade IT department that acts and feels like they are a part of the City.

### Full-Service

Acorn provides our City partners with end-to-end Enterprise IT Department including:

- **CIO:** Responsible for the Strategy, Budgeting, Road-mapping, and Governance.
- **Account Manager:** Oversees execution of the strategy.
- **Director of IT:** Ensures all facets of IT Infrastructure are functioning effectively.
- **PMO:** Ensures all IT projects are delivered on time and on budget.
- **Procurement:** Ensures that IT assets are procured by leveraging available City contracts and incentives.
- **On-Site Engineer:** Full Time Employee that will reside at the City providing *white glove* service to its employees.
- **24x7x365 Helpdesk:** Our helpdesk follows the ITIL framework. From L1 through seasoned Systems Engineers, we are always available to keep the City operational.
- **24x7x365 NOC:** Our Network Operations Center is continuously monitoring your servers and network to keep the City operational.
- **24x7x365 SOC:** Our Security Operations Center is continuously monitoring your Security stack for anomalies in order to keep the City secure.

### Governance

Acorn has adopted COBIT (Control Objectives For Information & Related Technology) governance framework for running our organization. Acorn has tailored the COBIT model to accommodate our customer's and Acorn's requirements. Below are the main principals of Acorn's COBIT governance framework:

- Holistic Approach to understanding customer's objectives
- Governance distinct from management and operations
- Dynamic governance management and operations
- Securing the organization from end-to-end
- Core values

### Standards

Based on Acorn's governance model, Acorn adheres to the following Industry Standards:

- COBIT Framework
- ITSM Principles
- NIST Standards
- ITIL



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#### Differentiators:

- We are driven by our **Core Value** (Excellence, Integrity, Accountability, Empathy, Diversity, Fun!)
- **We prioritize Strategy & Governance with Partnership and Effective Communication;** we can only service our City customers if we truly understand the organization and where they are going.
- **Expertise:** Our qualifications and certifications are extremely strong and detailed in this document.
- **Experience:** Our leadership team alone has decades of experience in IT!
- **Communication:** is the key to a successful partnership. We prioritize our interactions and staying connected.
- **Technology:** We've invested heavily in tools that will make our services effective, efficient, and comprehensive.

#### Scope and Services

Throughout the course of our RFP response, you will find details on how we plan on fulfilling the requested Scope and Services, however, everything we do is guided by the principles set forth above. Our Core Value of 'Excellence' drives us to learn from our mistakes, modify our processes when necessary, and to be the very best at what we do.

But please don't take our word for it. Our customer references in this document will validate and confirm the words from this document.





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## SECTION 2: PROFILE OF THE PROPOSING FIRM

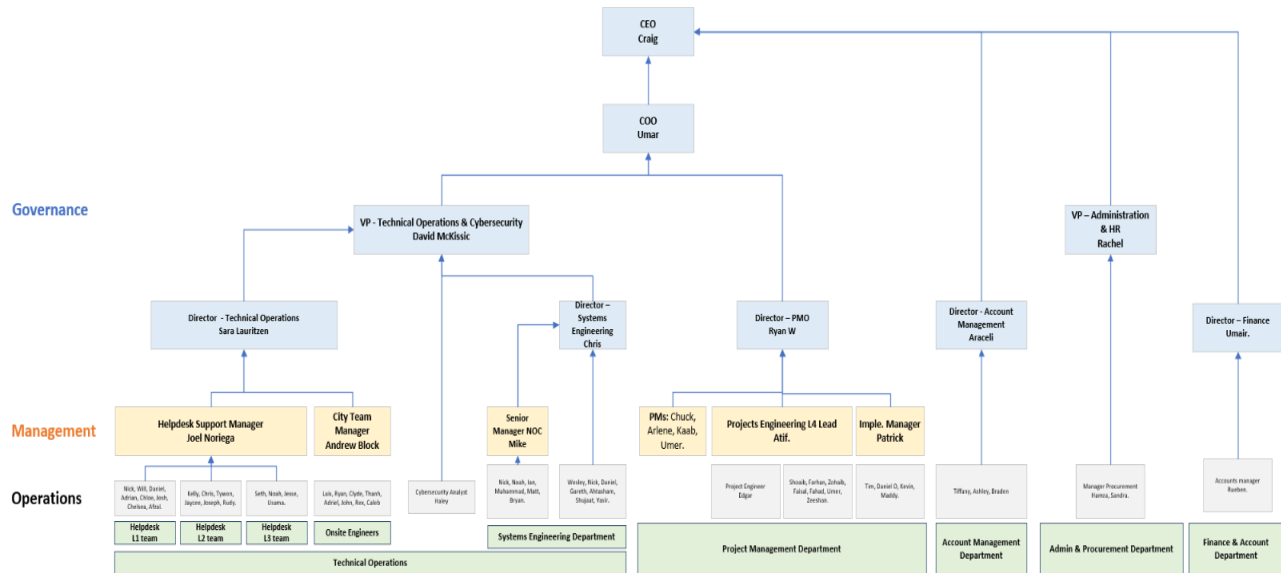
### Firm Size

As mentioned previously, we believe Acorn’s size is perfectly suited to serve Municipalities. We are large enough, 77 strong, to have a robust technical team but small enough to truly care about our customers.

Help Desk:	30
Cybersecurity/System Engineering:	16
PMO:	20
Account Management:	4
Admin & Finance:	4
CIO:	3

### Organization Structure

Below is our organization chart delineated by COBIT categories:





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Acorn has established and implemented COBIT (*Control Objectives for Information and Related Technology*) as its governance structure and the same COBIT governance structure will be used when providing services to City of San Fernando.

Acorn has tailored the COBIT, ITIL and ITSM governance and service management structures for its clients. Here is how Acorn's governance structure works.

1. **Holistic approach:** we understand the overall goals and objectives of our customer to then be able to satisfy our customer's needs and generate value.
2. **Governance is distinct from management and operations:** the governance activities are different from management and operations. Acorn is divided into 3 different layers, Governance, Management and Operations. Each layer has its own roles and responsibilities and delivery requirements. This can be seen in the organization chart shared on the next page.
  - a. The governance layer focuses on customer requirements, goals, and objectives.
  - b. The management layer uses/designs/implements ITSM principles and NIST standards to deliver state of the art secure and proactive services to customers.
  - c. The Operations layers incorporates ITIL processes and procedures to wow the customer with day to day IT operational support.
  - d. All 3 layers at Acorn work together for customer satisfaction and close partnership.
3. **Dynamic governance, management and operations:** all the layers are dynamic and can quickly adapt to changes. E.g., some customers want a user verification with a code prior to any helpdesk assistance whereas some customers do *not* want verification prior to helpdesk assistance. Likewise, some customers want an acknowledgement template, while others don't. Tools, processes, and training at Acorn help us to be dynamic and change as per customer requirements without impacting our core services.
4. **Core values:** our governance structure is based on COBIT but is also equally based on our core values of **Accountability, Integrity, Empathy, Excellence, Transparency** and **Diversity**. E.g., 26% of Acorn's staff is female, empowering women in technology.



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## Financial Stability

Acorn Technology Services has been in business for 22 years. Currently, Acorn’s revenue run rate is around \$6.1 million with gross yearly profit at around 17.5%. We know that our employees are our most valuable asset and have them participate in the company’s success. In 2023 alone, Acorn gave \$547,538 in performance-based salary increases to its employees. As a matter of company policy, we share 12% of the yearly profits with all its employees including on-site City staff.

## Capacity

Acorn maintains 15-25% resource capacity at all times. We utilize “Insightful” that measures the utilization and capacity of our teams. This data is reviewed weekly and is a key tool in our planning and budgeting initiatives. Additionally:

- The monitoring tool takes screen shots every 30 seconds to ensure safety of customer information and cyber threats.
- Capacity planning ensures the ability to take on new business and scale up for existing customers.
- We conduct weekly, monthly, quarterly and annual budget meetings with our customers to keep a constant check on customer growth and how Acorn needs to proactively align from a resource and technology perspective to help support our customer’s growth.
- Below is a recent rating for Insightful:



TOP RATED SOFTWARE GLOBALLY

### The #1 Workforce Analytics & Productivity Software

Insightful turns your work data into actionable insights that make your team more productive. Backed by enterprise-grade security and award-winning customer support, so it’s no wonder we’re consistently ranked no.1.



































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## Resources

Acorn employs 77 full-time employees. Below are some of the credentials and certificates held by current Acorn employees, allowing us to meet the IT requirement for the City of San Fernando.

 Certified Information Systems Security Professional An (ISC) Certification	ISC2 CISSP		Certified Veeam Backup Engineer
	CNNA		Certified StorageCraft Backup Engineer
	CCNP		AWS Solutions Architect
	CCIE		Dell Certified Information Storage & Management Engineer
	CCNP-SPCORE		Microsoft Cloud Solutions Provider
	Certified CyberOPS Engineers		VMWare Certified Professional
	MCP		CJIS Certified Engineers
	MCTS		ITIL Certified helpdesk Engineers
	MCITP		Certified Ethical Hacker
	MCSA		PMP Certified Project Managers
	MCSE		PhD in Data Science & Artificial Intelligence
	Azure solutions architect		Azure Administrator Associate
	Microsoft 365 certified engineer		Oracle Certified cloud infrastructure developer
	Juniper network certified associate, Junos (JNCIA-Junos)		AWS Certified Cloud practitioner
	Oracle Certified cloud operations associate		ESET Certified technical professional.



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42 members of our staff are CJIS certified (*Criminal Justice Information System Certified*). As many of our City partners require support for Public Safety like Police and Fire Departments, Acorn maintains a 24x7x365 helpdesk, 24x7x365 Network Operations Center (NOC), 24x7x365 Security Operations Center (SOC), and a 24x7x365 Systems Engineering team. Acorn has also implemented the following measures to achieve security compliance for all our City customers.

**Asset and employee management**

- Acorn provides laptops/PCs to all its staff members.
- These devices have anti-virus, intrusion detection and prevention tools to ensure safety in real time.
- Each Acorn staff has a domain account for authorization.
- Only known Acorn devices can access Acorn and its customers resources.
- Least privilege access policies have been designed and implemented.
- Acorn staff uses secured MFA enabled VPN which is AES-256 encrypted.
- Staff are quarterly trained using KnowB4 training and phishing simulation system.

**Access control**

- Only CJIS certified staff have access to the customer environment including documentation.
- MFA is implemented on all tools and services used by Acorn and its employees including AutoTask, Datto, Auvik, IT Glue etc.

**Remote administration**

- Only CJIS certified staff can remote into customer environments.
- Every remote login is tracked with IP address and activity log.
- MFA is implemented for the remote access management tool.

**Documentation**

- Only CJIS certified staff can remotely access customer documentation.
- MFA is implemented on documentation tool.

**Continuous training**

- Acorn staff undergoes robust cybersecurity training on a yearly basis.
- Monthly phishing simulations are conducted to keep Acorn staff safe from potential cyber threats and social engineering.

## Litigation

There are no lawsuits or litigation against Acorn or our subcontractors either current or in the last five years.

There are no instances of claims or settlements paid by Acorn or it's insurers in the last five years.



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## SECTION 3: QUALIFICATIONS OF THE FIRM

Acorn has been in business for over 22 years and has a 20-year history of supporting government and quasi-government agencies. Below are some of our current City clients:





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## Similar experience including references

We have included 4 City and 2 private sector similar experiences and references. Each reference includes managed services and project details provided to the current clients.

### City of Rancho Palos Verdes

2023-PRESENT

#### Lukasz Buchwald – IT Manager

30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275  
310-544-5311 | lbuchwald@rpvca.gov

#### Summary:

Acorn successfully onboarded the City of Palos Verdes in 18 days! This was testament to the fact that Acorn will move mountains to fulfill customer requirements and achieve complete customer satisfaction. For reference, this City has approximately 140 workstations and 40 servers.



#### Projects:

- **Onboarding**
  - o **Percentage of work:** Acorn 100%
  - o **Timeline:** 18 days.
  - o **Budgeted Cost:** \$0 (included in Managed Services)
  - o **Actual Cost:** \$0

Acorn delivers Enterprise IT Services to the City including:

- IT governance and budgeting
- 24x7x365 Help Desk
  - o Desktop support
  - o Application support
  - o O365 support
- 24x7x365 NOC
- 24x7x365 SOC
- Cybersecurity and Audit Services
- Backup and Disaster recovery services
- 24x7x365 Engineering Services
  - o System Engineering Services
  - o Network Engineering Services
- Full Time Employee placement
- Asset management
- Documentation management



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2016-PRESENT

## City of Monrovia

**Lauren Vasquez – Assistant City Manager**

415 South Ivy Avenue, Monrovia, CA 91016

626-932-5506 | lvasquez@ci.monrovia.ca.us

### Summary:

Acorn has been supporting the City of Monrovia since 2016. Acorn has helped the City of Monrovia over the years with transforming the City’s IT infrastructure and application fabric. Acorn provides the City of Monrovia with end-to-end IT services to keep the city safe from ever evolving cyber threats.



### Projects:

- **Network refresh** (*Cable cleanup across entire City, including City Hall, Public Works, Police Department and Fire Department. Replacement of 45 switches, 7 firewalls, 42 WAPs, and 30 UPS*)
  - **Percentage of work:** Acorn 100%
  - **Timeline:** 4 months.
  - **Budgeted Cost:** \$38,000
  - **Actual Cost:** \$17,000
  
- **Server refresh** (*Deployment of 6 new VMWare host servers, 2 SANs and migration of 25 VMs from old hosts to new hosts, 3 new rack deployments.*)
  - **Percentage of work:** Acorn 100%
  - **Timeline:** 3 months.
  - **Budgeted Cost:** \$33,250
  - **Actual Cost:** \$19,350

Acorn delivers Enterprise IT Services to the City including:

- IT governance and budgeting
- 24x7x365 Help Desk
  - Desktop support
  - Application support
  - Exchange support
- 24x7x365 NOC
- 24x7x365 SOC
- Cybersecurity and Audit Services
- Backup and Disaster recovery services
- 24x7x365 Engineering Services
  - System Engineering Services
  - Network Engineering Services
- Full Time Employee Placement
- Asset management
- Documentation management





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2019-PRESENT

## City of La Quinta

**Gilbert Villalpando – Director, City Manager’s Office**

78-495 Calle Tampico, La Quinta, CA 92253

760-777-7094 | gvillalpando@laquintaca.gov

### Summary:

Acorn has been supporting the City of La Quinta since 2019 and has been working with the city as a partner in maintaining and improving their network security. As part of the improvements, Acorn has implemented EDR, VDR and Cybersecurity training. As well as implementation of a Disaster Recovery Solution to ensure the customer’s overall security meets or exceeds industry standards.



### Projects:

- **Wireless Assessment** (*Performed a Wireless site survey to determine weak points in the wireless infrastructure. Determined better placements and installed new Access Points throughout the city*)
  - o **Percentage of work:** Acorn 100%
  - o **Timeline:** 3 months.
  - o **Budgeted Cost:** \$9,600
  - o **Actual Cost:** \$9,600
  - o **Note:** On budget, on time.
- **KnowBe4 Implementation** (*Implemented KnowBe4 Security Awareness Training & simulated phishing for all city staff.*)
  - o **Percentage of work:** Acorn 100%
  - o **Timeline:** 2 months.
  - o **Budgeted Cost:** \$5,000
  - o **Actual Cost:** \$5,000
  - o **Note:** On budget, on time.

Acorn delivers Enterprise IT Services to the City including:

- IT governance and budgeting
- 24x7x365 Help Desk
  - o Desktop support
  - o Application support
  - o O365 support
- 24x7x365 NOC
- 24x7x365 SOC
- Cybersecurity and Audit Services
- Backup and Disaster recovery services
- 24x7x365 Engineering Services
  - o System Engineering Services
  - o Network Engineering Services
- Full Time Employee Placement
- Asset management
- Documentation management



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2014-PRESENT

## City of South Pasadena

**Luis Frausto – Director of Management Services**

1414 Mission Street, South Pasadena, CA 91030  
626-403-7234 | [lfrausto@southpasadenaca.gov](mailto:lfrausto@southpasadenaca.gov)

### Summary:

Acorn has been supporting the City of South Pasadena for over a decade. Acorn has transformed the City’s IT infrastructure by introducing cloud services to the city.



### Projects:

- **Microsoft O365 Migration** (*Set up the City’s tenant with GCC pricing under the Riverside Contract. Migrated (303) City mailboxes, configured Microsoft Defender Plan (1) and enabled Multi-Factor Authentication (MFA) city-wide.*)
  - o **Percentage of work:** Acorn 100%
  - o **Timeline:** 3 months
  - o **Budgeted Cost:** \$16,000
  - o **Actual Cost:** \$16,000
  - o **Note:** On budget, on time.
- **Server & Network refresh** (*Deployment of 3 new VMWare host servers, 1 SAN, migration of 23 VMs from old hosts to new hosts, 2 firewalls, 28 switches, cable cleanup, patch paneling, 12 WAPs, 2 UPS, NAS, rack cleanup, 1 new rack deployment.*)
  - o **Percentage of work:** Acorn 100%
  - o **Timeline:** 3 months.
  - o **Budgeted Cost:** \$38,750
  - o **Actual Cost:** \$31,250

Acorn delivers Enterprise IT Services to the City including:

- IT governance and budgeting
- 24x7x365 Help Desk
  - o Desktop support
  - o Application support
  - o Exchange support
- 24x7x365 NOC
- 24x7x365 SOC
- Cybersecurity and Audit Services
- 24x7x365 Engineering Services
  - o System Engineering Services
  - o Network Engineering Services
- Full Time Employee Placement
- Asset management
- Documentation management
- Backup and Disaster recovery services



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2011-PRESENT

## Avalon Transportation

**Jeff Brush – CEO**

310-245-6480 | [jeff@avalontrans.com](mailto:jeff@avalontrans.com)

### Summary:

Avalon operates in 650 domestic and international cities. Acorn has been supporting Avalon Transportation for over a decade. Acorn has transformed Avalon’s infrastructure by migrating Avalon from an on-premises data center to Azure, O365 migration, cloud based VoIP, network refresh and connectivity between all the 8 locations within USA.



### Projects:

- Azure migration
  - **Percentage of work:** Acorn 100%
  - **Cost:** \$43,500. (32 servers migrated to Azure from on-premises data center)
  - **Timeline:** 3 months.
  - **Note:** On budget, on time.
- O365 migration
  - **Percentage of work:** Acorn 100%
  - **Cost:** \$15,000. (approximately 200 mailboxes migrated)
  - **Timeline:** 1.5 months.
  - **Note:** On budget, on time.
- Network refresh
  - **Percentage of work:** Acorn 100%
  - **Cost:** \$32,500. (8 locations – migrated from SonicWALL firewalls and CISCO switches to Meraki firewalls and Meraki switches. This price does not include hardware and licenses cost.)
  - **Timeline:** 3 months.
  - **Note:** On budget, on time.

Acorn delivers Enterprise IT Services including:

- IT governance and budgeting
- 24x7x365 Help Desk
  - Desktop support
  - Application support
  - Exchange support
- 24x7x365 NOC
- 24x7x365 SOC
- Cybersecurity and Audit Services
- Backup and Disaster recovery services
- 24x7x365 Engineering Services
  - System Engineering Services
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2011-PRESENT

## SmartStop

**Bryan Bowers – Director of IT.**

949-939-5810 | [bbowers@smartstop.com](mailto:bbowers@smartstop.com)

### Summary:

Acorn has been supporting SmartStop for over a decade. Acorn manages around 200+ remote sites for SmartStop on a day-to-day basis. Acorn has completed multiple projects for SmartStop over the years.



- **Microsoft O365 Migration** (*Set up the Microsoft tenant with Migrated (554) User mailboxes, and enabled Multi-Factor Authentication (MFA)*)
  - o **Percentage of work:** Acorn 100%
  - o **Timeline:** 3 months
  - o **Cost:** \$21,800
  - o **Note:** On budget, on time.
- **Disaster Recovery** (*Acorn implemented a full disaster recovery data center in Las Vegas, to provide a site-to-site replica of all systems and services*).
  - o **Percentage of work:** Acorn 100%
  - o **Timeline:** 5 months.
  - o **Cost:** \$144,320
  - o **Note:** On budget, on time.

Acorn delivers Enterprise IT Services including:

- IT governance and budgeting
- 24x7x365 Help Desk
  - o Desktop support
  - o Application support
  - o Exchange support
- 24x7x365 NOC
- 24x7x365 SOC
- Cybersecurity and Audit Services
- Backup and Disaster recovery services
- 24x7x365 Engineering Services
  - o System Engineering Services
  - o Network Engineering Services
- Full Time Employee Placement
- Asset management
- Documentation management



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## SECTION 3A: LIST OF SOFTWARE TO BE USED

### Acorn's software footprint

Based on City's requirements mentioned in the RFP, Acorn's team has listed the services that Acorn will be providing to the City on a strategic and day to day basis.

Managed services are about preemptive and preventative measures taken on IT fabric (infrastructure and applications) before issues/outages/risks impact the organization. This state can be achieved with strong governance, strategy, and transparent communication between the customer and the provider.

Acorn utilizes best in class ITSM software platform to deliver robust IT services to its customers. These technologies include:

1. **Ticketing System:** AutoTask for service request management, incident, and escalation management. The ticket flow process is provided on the next page. User onboarding and offboarding is also tracked using AutoTask workflows, details of which can be found under section [proposed innovations](#).
2. **Change management:** AutoTask.
3. **RMM:** Datto for 24x7x365 monitoring and management of IT infrastructure, including OS and 3<sup>rd</sup> party patching, remote management, and automation.
4. **Advanced Network Monitoring:** Auvik for 24x7x365 monitoring and management of network telemetry, advanced network monitoring and network device configuration backup management.
5. **Live Reporting:** BrightGauge for real-time performance and problem/trend management.
6. **Project Management:** Smartsheet for project management.
7. **IT Asset Management:** We use a combination of tools to manage the asset inventory.
  - a. **Scale Pad:** Overall IT Asset management with warranty details and expirations for all devices like servers, workstations, network devices etc.
  - b. **Auvik:** For all Network Devices, Servers, Workstations, Printers, Wi-Fi, Switches, Firewalls, Mobile devices connected to network etc.
8. **Documentation Management:** IT Glue for knowledge management (documentation).
9. **MDM:** We use three different MDM tools based on customer requirements.
  - a. **Basic requirements:** Datto RMM. Only used for remote wipe and device location.
  - b. **Advanced requirements:** Hexode & Intune. Used for advanced requirements like multiple profile management, geo-fencing, security, OTA updates and patches, scripting, managing of the Email and Network on the MDM device etc.
10. **XDR and Anti-virus:** Acorn uses Cynet 360 which combines XDR and AV functions into a single agent. Cynet was ranked number 1 in MITRE 2023 with 100% visibility, 100% analytical coverage and 100% real-time detection and prevention. Cynet also received 5-star rating on Gartner peer insights rating and review platform.
11. **SIEM:** Acorn uses Cynet log management and analysis platform for SIEM.

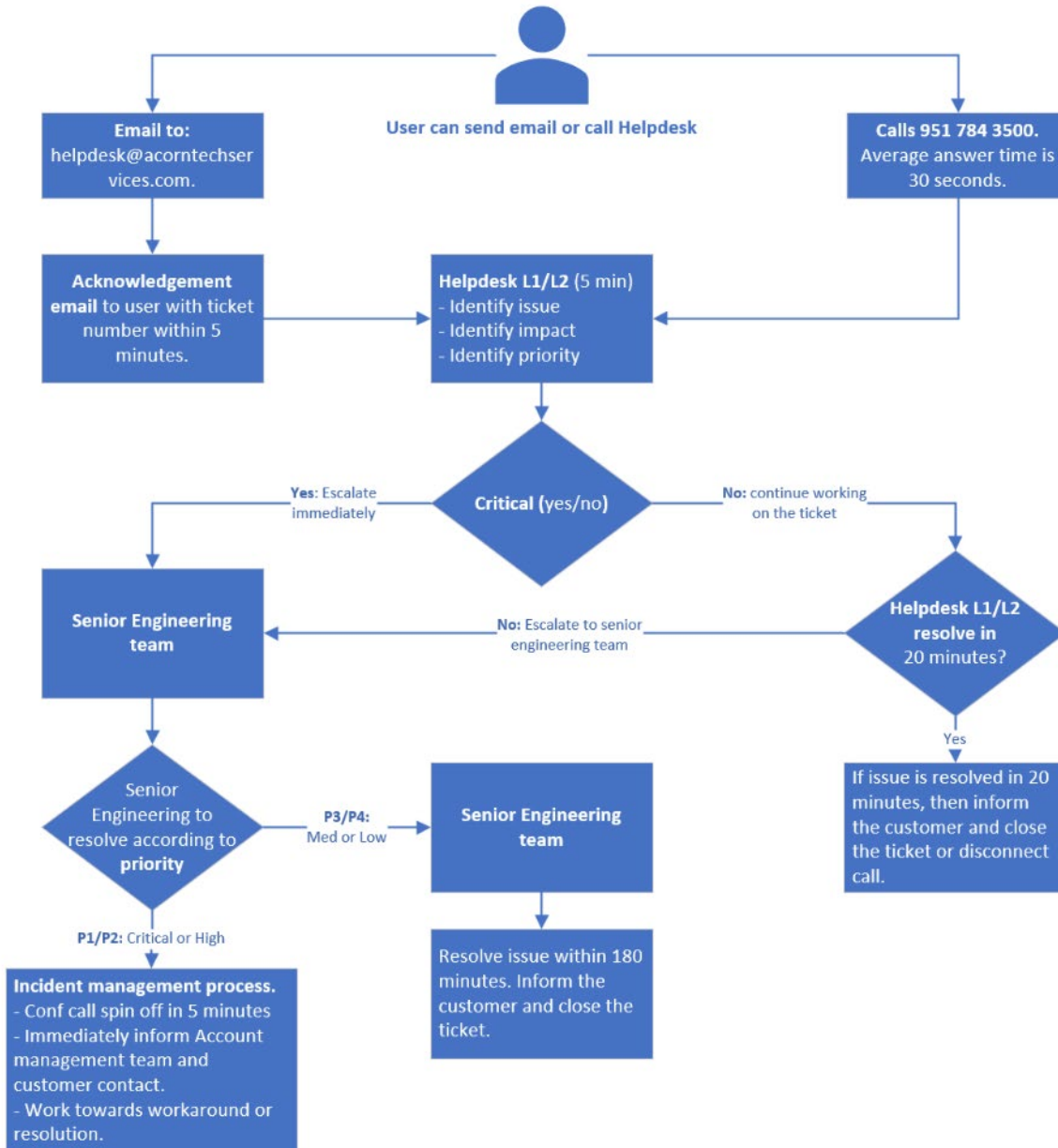
**NOTE:** All the above tools except **MDM, SIEM, XDR** and **Anti-virus** are available to our customers as part of our services at no extra cost.



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## Ticket submission workflow





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## SECTION 4: WORK PLAN

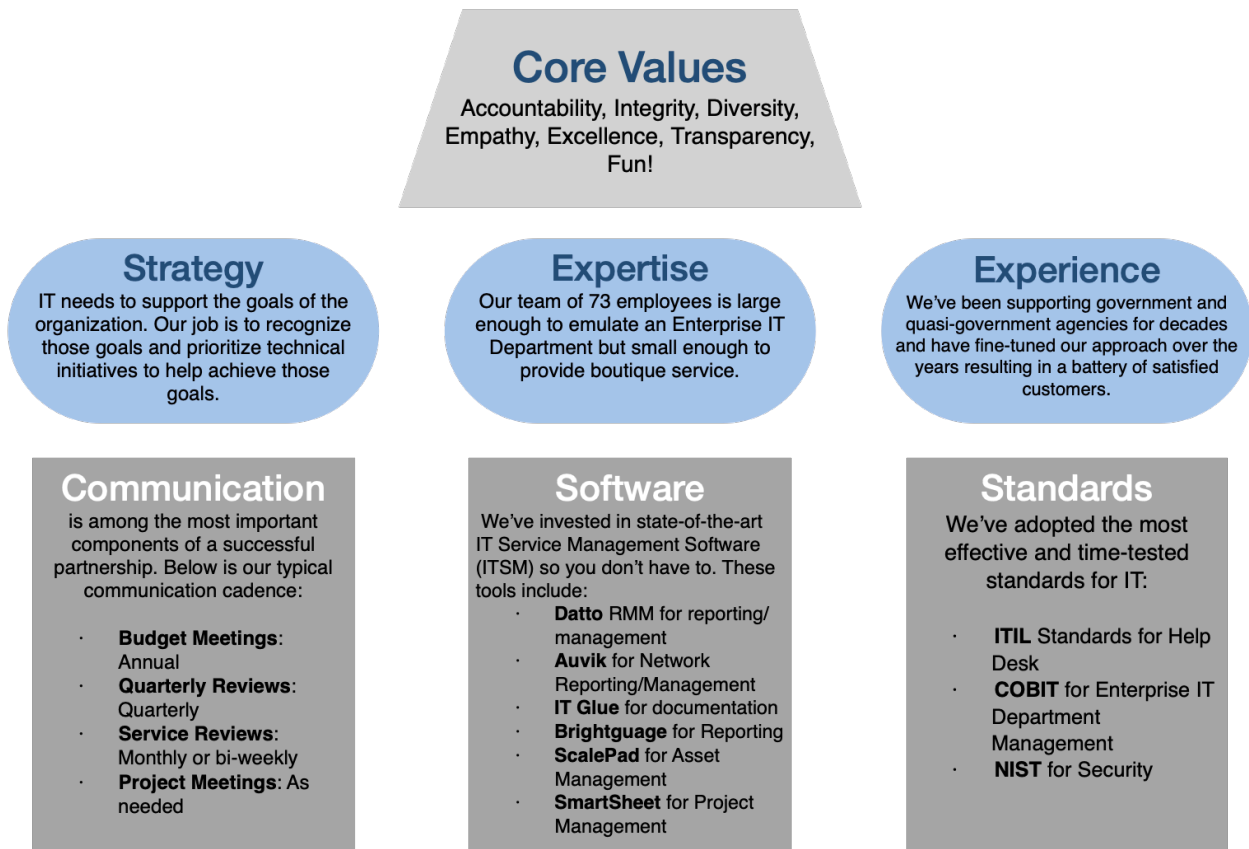
### Approach / Methodology for ongoing support

Acorn’s approach to our partnerships is highly strategic. IT is a support service for any organization, meant to be an enabler to help the organizations reach their strategic goals. Strategy to Acorn means the following sequence:



#### How will Acorn meet the requirements for the Statement of Work?

Acorn is effectively and successfully able to meet our obligations utilizing a combination of time-tested elements.







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## Strategic services & support

### IT budgeting and forecasting

Our City customers love the 5-year budgets we prepare for them annually. (Please don't take our word for it; we encourage you to reach out and ask them.) The budgets are extremely comprehensive and cover: Hardware Renewals (including labor costs), Licensing renewals, domain and SSL renewals, Project Initiatives, Hosted Services, and Security Initiatives. Our cost projections typically are accurate +/- 5%. These budgets are useful in giving transparency to future spending, making City Council appropriations more predictable.

### Innovative technology products & services

Since technology is a core part of our business, we dedicate an immense number of resources to educational endeavors including peer groups, ongoing training, and industry conventions. It is imperative that we know what's coming around the bend and educate our customers along the way. Our annual budget meetings and Quarterly Reviews are a great way for Acorn to introduce new technologies to our City partners. Here, we collectively work new solutions into future budgets.

Acorn's R&D team reports into the VP of Technical Operations and Cybersecurity. This team continuously looks out for the best products and services for Acorn and its customers. New technologies, services or ideas are brought to Acorn's governance team for review, and productization.





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## Helpdesk & desktop support – common activities

The Acorn helpdesk team is a **24x7x365** team which provides desktop support to its customers on an always-on model. Some of the core helpdesk/desktop support services provided by Acorn are mentioned below.

- a. Helpdesk support is available as part of this proposal.
- b. We have a toll-free Help Desk telephone number where users can call for assistance. Users can also send email requests for assistance at [helpdesk@acorntechservices.com](mailto:helpdesk@acorntechservices.com)
- c. City will have a dedicated Account Manager. The City can escalate all problems and unsatisfactory solutions to their Account Manager who will then assist with ensuring all problems are addressed in a timely manner.
  - i. For day-to-day IT issues, users will engage the helpdesk who will then triage the issue and help resolve. If the helpdesk is unable to resolve the issue then our helpdesk managers will prioritize and escalate the issue to senior engineering teams for assistance.





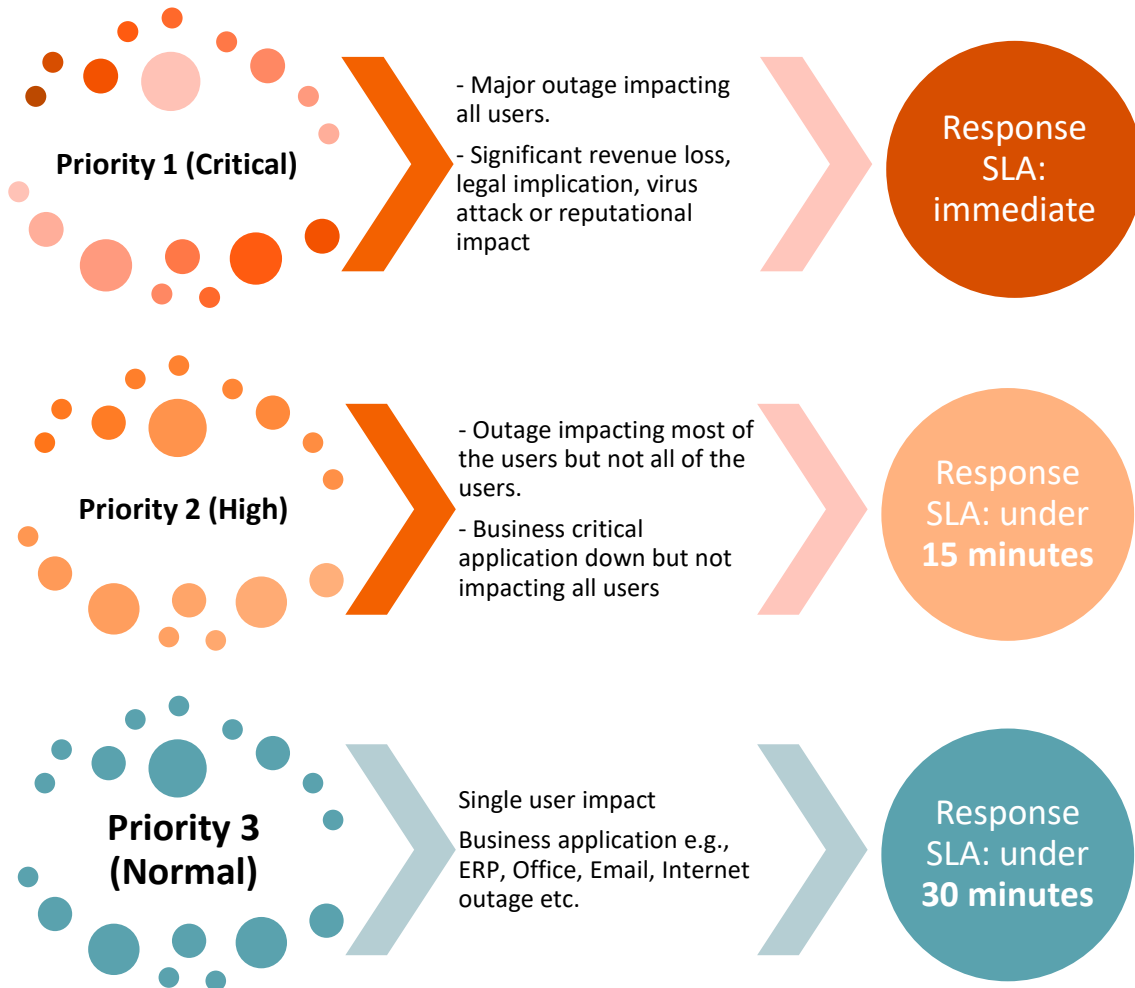
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### Helpdesk availability & response times

Helpdesk, as mentioned, is **24x7x365**. Response time and SLA details are listed below.

Acorn Technology Services has the most aggressive SLAs in the MSP industry. Acorn ranks in the top 10% of the MSPs in the United States with regards to response SLAs and resolution SLAs.

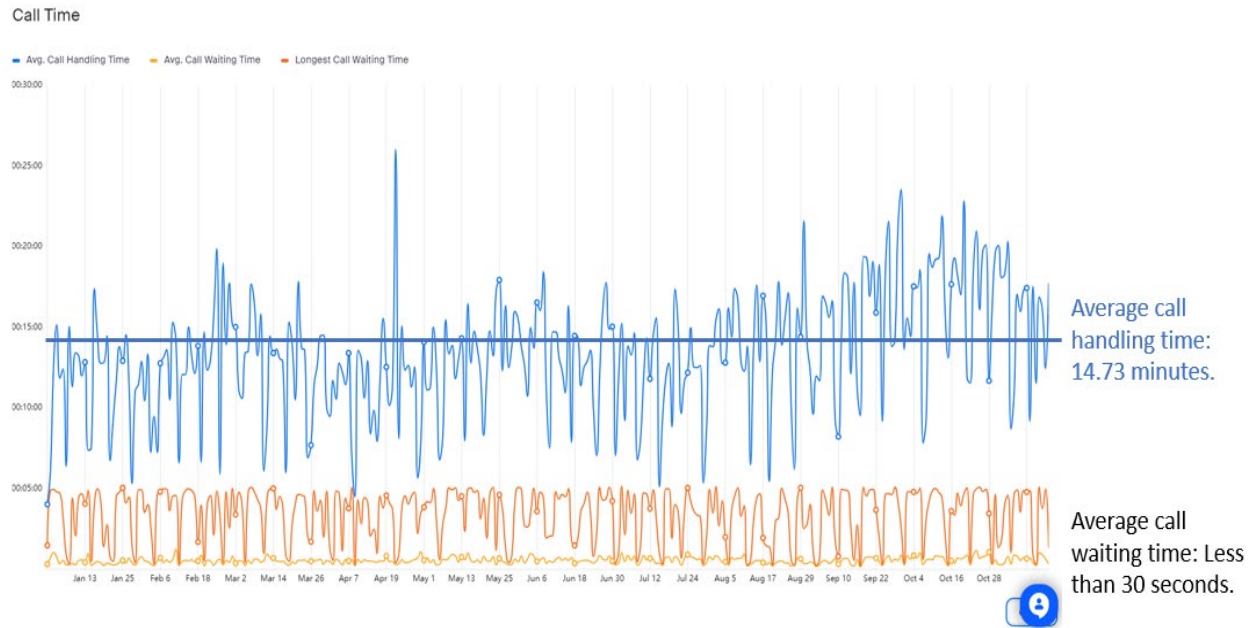




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### Service level metrics: 2023 performance

On average, 92% of the issues (31,499 tickets) escalated by customers to Acorn’s helpdesk were resolved in under 90 minutes in the year 2023. The remaining 8% of the issues were primarily related to procurement requests and new user onboarding requests which do take more than 15 minutes to resolve.



### After hours support

After-hours support is included in this proposal. After hours support includes:

- User issues, regardless of priority, are addressed on a 24x7x365 basis.
- Server or network down issues that require an onsite visit by Acorn’s staff afterhours to help resolve the incident, are included at no extra charge
- 24x7x365 network and cybersecurity monitoring, response and resolution is also included.

### Support tracking

Acorn utilizes Datto ticketing system to create and track tickets. Each ticket is prioritized by a helpdesk engineer based on impact and severity according to the [SLA table](#) listed above in this document.

### Desktop application support

Acorn assists users with all desktop application support. If the Acorn team is unable to resolve the issue and needs application vendor assistance, then the Acorn team opens a case with the application vendor to help resolve the issue and keeps the user updated on progress. Users are not asked to coordinate directly with the application vendors or printer vendors, etc. Acorn maintains coordination and communication with both the user and the vendor to help resolve user issues.



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## Server support – common activities

Details about our core server monitoring and support services provided by Acorn Technology Services are listed below.





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## Microsoft 365 administration – common activities

The Acorn staff is well versed and trained on O365 technologies such as:

- Setting up Email accounts, distribution lists and groups.
- Office installation and troubleshooting.
- OneDrive.
- SharePoint.
- O365 security.
  - o Safe attachments.
  - o Safe links.
  - o Phishing policies.
  - o Spam policies.
  - o Threat policies.
  - o Alert policies.
- O365 security best practices.

## Police department and EOC support – common activities

Acorn is experienced in supporting Police Departments and Emergency Operations Centers (EOC) in both planning, preparation, and emergency situations. Our team is comprised of CJIS certified staff with an average of 15 years' experience supporting police and public safety agencies. Acorn typically supports agency's computer systems, servers, MDC terminals, body-worn cameras, and applications such as JDIC, ARMS, Spillman, and Veripic.

Acorn's Datto and Auvik systems are used to track inventory, control patching and software installations, and monitor device health telemetry. Our Datto RMM tool is CJIS security policy compliant, it requires user approval confirmation for our team to access the machine and sessions are recorded for review for Police Department and EOC. Agency staff contacts our helpdesk with any issues, and our helpdesk team will remediate their issues over the phone. If our team is unable to resolve the issue over the phone, depending upon the nature of the issue, it is either escalated to a senior engineer or an onsite City engineer. If needed, Acorn also dispatches senior engineers onsite to assist City Engineers. If the issue is software functionality related, our team engages the software vendor/support staff for assistance. Acorn acts as the technology liaison between the agency and third-party vendors, relaying information, coordinating, troubleshooting and/or repairs to circuits and phone lines, and managing upgrades to systems provided by third-party vendors.

Some best practices followed by Acorn:

- Emergency equipment such as EOC computers and MDC terminals, are always kept online and monitored closely to ensure their readiness and availability.
- Firewall rules are established to only permit necessary traffic.
- Systems and applications are patched regularly and validated to ensure high availability of systems.



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## Network administration – common activities

Details about core Network monitoring and support services provided by Acorn Technology Services are listed below. Firmware updates are carried out on a quarterly basis until or unless customer provides updates schedules. Critical updates can be scheduled to be implemented within 24 hours.



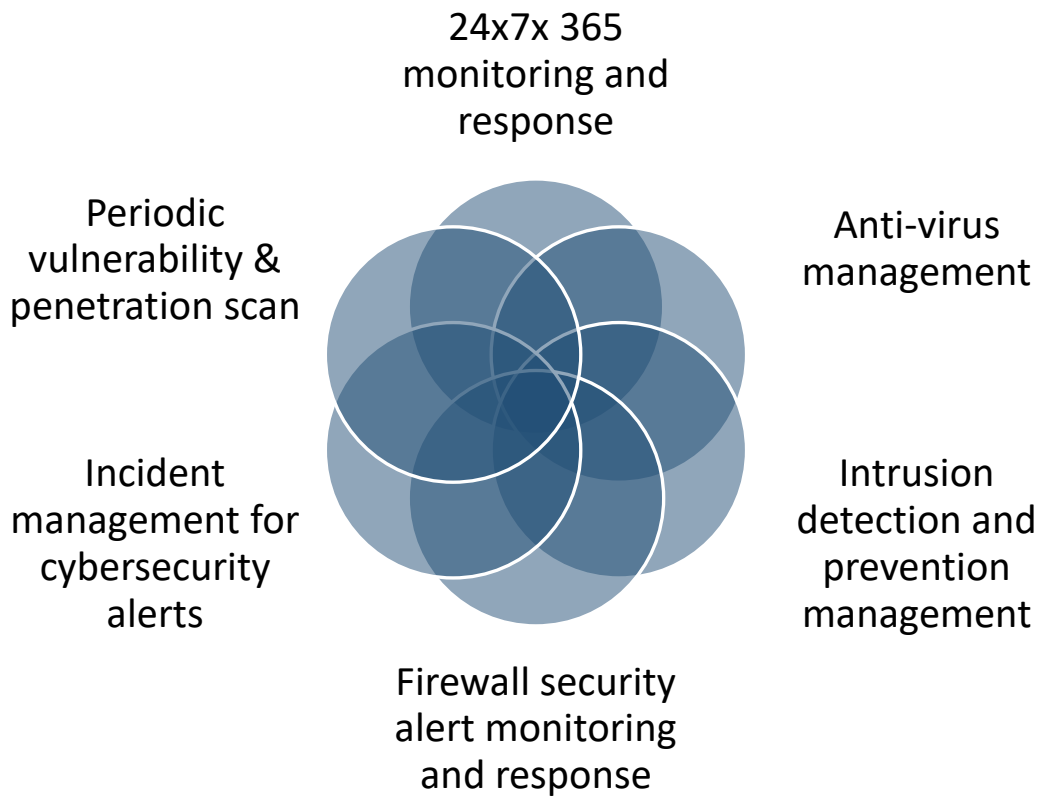


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## Security administration – common activities

Our core cybersecurity services provided by Acorn Technology Services are listed below.

- Acorn’s SOC team is a 24x7x365 team who monitors all alerts from cyber tools. This team is the first line of defense to stop incoming threats and attacks. This team is an ‘eyes on glass’ team which engages senior engineering staff, if needed, to assist with incidents.





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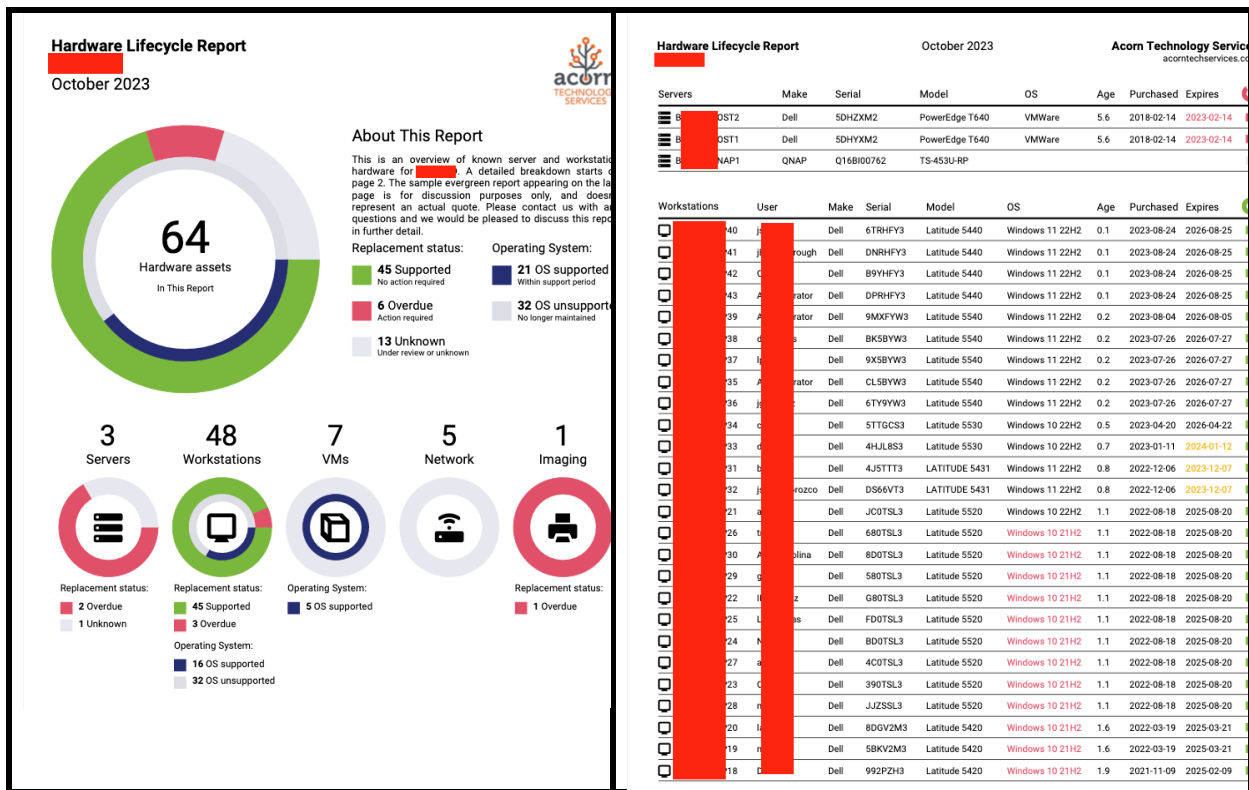
## Inventory management

For inventory control/reporting, warranty management, and asset tracking, we use a combination of the following tools:

- Datto RMM
- ScalePad
- IT Glue
- Auvik

ScalePad is a tool that helps manage inventory and warranties. This tool plugs into Datto and Auvik to help with refresh cycles for Workstations, Servers, and Network Hardware. The tool can be configured to automatically email monthly Asset Reports.

See screenshots below:







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IT Glue is the industry leading IT documentation tool. We use it to track/alert annual subscription renewals amongst other things. We utilize *BrightGauge* to present subscription/renewal data from IT Glue via a web portal:

IT Glue - Warranty Status ▾

Overall Expirations In Next 60 Days		License Expirations In 60 Days	
Customer name	Expirations in 60 days	Customer	Licenses expiring
AVL (City of Riverside)	27	CMCB (City of Riverside)	12
BAR (City of Riverside)	10	MLC (City of Riverside)	11
BSR (City of Riverside)	8	UCRM (City of Riverside)	9
MSM (City of Riverside)	5	ATC (Acorn Technology Services)	8
ESLR (City of Riverside)	4	SCR (City of Riverside)	7
BCW (City of Riverside)	3	SDW (City of Riverside)	7
CCM (City of Riverside Community Foundation)	3	UCR (City of Riverside)	6
SRM (City of Riverside Deputy Management)	3	MSM (City of Riverside)	6
		WDC (City of Riverside Community Services District)	5

A MINUTE AGO

## Backup, restore & disaster recovery (BRDR) methodology

Acorn follows ***NIST SP 800 34 Revision 1 framework*** to develop and implement BRDR for its customers. which includes the following.

- Disaster Recovery planning policy:** Defines and assigns roles and responsibilities.
- Conduct business impact analysis:** Identify business critical systems and vulnerabilities and risks.
- Identify preventive controls:** Identify risks, implement controls and countermeasures.
- Create contingency strategy:** Formulate methods to ensure critical systems can be brought online quickly.
- Crisis Communication:** Formulate methods how Organization will communicate with users during disaster. This also includes how IT teams will communicate with each other during disaster to recover the system.
- Train resources on information system contingency plan:** train IT staff on BRDR.
- Test information system contingency plan:** Disaster recovery and Business Continuity plans are tested at least once a year and results and finding are documented for FBI/DoD audits.
- Ensure monitoring & management and day to day maintenance:** monitoring and reports that disaster recovery and backups are successful on daily basis.

Following the above standards, Organizations can be successful in their NIST audits and if needed, can also get ISO/IEC 27021 and ISO/IEC 22301 certifications.



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## Documentation management services

Acorn Technology Services uses ITGlue for comprehensive maintenance of all documentation for our customers. Helpdesk, Systems (servers & network), passwords, network diagrams and all other information related to the city will be stored in our secure ITGlue platform. ITGlue is ranked world's best documentation management system by Gartner. *Customers do not pay extra for documentation management; documentation management is part of services provided by Acorn Technology Services.*

The following redacted information shows all the documentation management for another Acorn customer in ITGlue.

The screenshot displays the ITGlue dashboard interface. On the left is a navigation sidebar with categories like Core Assets, Flexible Assets, and Store Site Summary. The main content area is divided into several sections: 'Quick Notes', 'Recently Viewed By You', 'Important Contacts', 'Recently Updated', 'Popular Passwords', 'Upcoming Expirations', and 'Locations'. At the bottom is an 'Activity Feed' showing recent updates by users like Braden Ware, Lisa Natasia, Michael Castillo, and John Kline. All text and data in the screenshot are redacted with black bars.



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## Change management administration

At Acorn, we understand that 97% of overall outages are caused by changes to the environment. We also understand that if every change is documented, approved and tracked, outages are reduced significantly reducing the impact to users.

Acorn has invested in designing and building its own change management system (shown below) because none of the change management systems out there in the market actually fulfil the requirements of the Cities that we support.

Every change to the network, servers, hardware, software, switches, firewalls, host servers, cloud environments is tracked. Changes are reviewed by peer engineers, approved by the internal management board and then final approval is required by the customer before implementation.

### Change Request Form

#### Customer details

Company name	<input type="text"/>	Requested by email	<input type="text"/>	Type of change	Select... <span style="float: right;">+</span>
Who will make this change	<input type="text"/>	Change start time	<input type="text"/>	Change end time	<input type="text"/>
Primary Contact (Name)	<input type="text"/>	Secondary Contact (Name)	<input type="text"/>	Customer contact (Name)	<input type="text"/>
Primary Contact (Cellphone)	<input type="text"/>	Secondary Contact (Cellphone)	<input type="text"/>	Customer Contact (Cellphone)	<input type="text"/>
Please click the button on the right to generate the Unique Change ID				<input type="button" value="Generate Change ID"/>	
Priority of change	Normal	AutoTask Ticket Number: <input type="text"/>			

#### Change summary

#### Impact details

Impact statement	User impact
Application dependencies	Dependencies (Upstream/Downstream)
<input type="button" value="Insert Item"/>	

#### Deployment, Validation & Rollback Steps

Server/Role	Maintenance Window	Deployment Steps	Validation Steps	Rollback steps	Status/Notes
<input type="button" value="Insert item"/>					

#### Reviewer details

Reviewer name	Reviewer's Email
<input type="button" value="Submit to Reviewer"/>	

#### Reviewer approval

Reviewed By	Approved or Rejected	Rejected <span style="float: right;">+</span>
Notes/Updates required after review		

Enter Change Board Approval Code:



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## Project management services

Acorn has a highly efficient Project Management Department (PMO) that does not cross-over into day-to-day service delivery. This is a differentiator to many MSPs who use the same Engineers to deliver projects and respond to incidents. Having dedicated engineers in System Engineering and in Project Management ensures excellent service as both teams stay highly focused. We currently have 5 project managers and 17 dedicated project engineers.

The PMO oversees all facets of project planning and implantation including:

- Research and analysis of requirements and scope.
- Identify appropriate vendors based upon requirements and scope.
- Assist customers with the RFP process.
- Provide guidance for solution or vendor selection/recommendations based upon requirements.
- Lead contract negotiations with technology vendors as needed.
- Provide live project update dashboards for oversight and implementation.
- Provide consulting for technology projects on an as needed basis.
- Provide project management for Acorn projects or non-Acorn projects on an as needed basis.
- Project communication cadence is generally dictated by the volume of projects and can be as frequent as weekly.

Additionally, projects and task updates are available to all of our customers in real time. Customers can add notes and request further information from within Smartsheet's project management tool.

	Project name	Customer name	Priority	Project manager	Lead engineer assigned	Account manager
1	<b>City of Riverside Public Works</b>					
2	Onsite resource - vulnerability management using O365 portal.	RPV	High	CC Chuck Cobb	ER Edgar Ramos	TS Tiffany Shaw
3	Backup management	RPV	Medium	CC Chuck Cobb	ER Edgar Ramos	TS Tiffany Shaw
4	Intune deployment	RPV	Medium	CC Chuck Cobb	ER Edgar Ramos	TS Tiffany Shaw
5	Teams/SP App Deployment	RPV	Medium	CC Chuck Cobb	ER Edgar Ramos	TS Tiffany Shaw
6	3rd party patching	RPV	High	CC Chuck Cobb	MA Muhammad Atif Rafa	TS Tiffany Shaw
7	New VOIP system	RPV	High	CC Chuck Cobb	MA Muhammad Atif Rafa	TS Tiffany Shaw
8						
9	<b>Action Items &amp; Tasks</b>					
10	RPV - Workflow rule for all infra alerts need to go to Lukasz.	RPV	High	CC Chuck Cobb	DM David McKissic	TS Tiffany Shaw
11	Create tickets for failed patches on servers.	RPV	High	CC Chuck Cobb	DM David McKissic	TS Tiffany Shaw
12	RPV - Include the history of the ticket when following up.	RPV	High	CC Chuck Cobb	DM David McKissic	TS Tiffany Shaw
13	Upgrading Windows PCs to supported versions.	RPV	High	CC Chuck Cobb	DM David McKissic	TS Tiffany Shaw
14						
15	<b>Completed projects &amp; tasks</b>					
16	Firewall upgrade - HA firewall was not updated.	RPV			DM David McKissic	TS Tiffany Shaw
17	Features upgrades	RPV	High	CC Chuck Cobb	MA Muhammad Atif Rafa	TS Tiffany Shaw



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## Transition plan

The onboarding will take anywhere between 25 to 35 days depending upon how responsive the current MSP provider is. The transition or the onboarding will not have an added cost for the City, in fact the first months managed services cost will be considered as the transition or the onboarding fee.

During the transition period, Acorn will work closely with the City’s contact and current MSP to begin the process of transferring services. A dedicated Project Manager and Account Manager will be assigned to the transition project who will update the City’s main contact and Acorn Engineering teams daily, until the transition is completed.

The following table describes the roles and responsibilities of the resources responsible for transition.

Name	Role	Responsibilities
Umar Irshad	COO	Governance of the overall transition.
Ryan Wambolt	Director of PMO	Coordinating the transition between all Acorn departments. - Helpdesk - Systems Engineering - PMO - Account management - Administration
Chris Gravatt	Director of Systems Engineering	Ensures System Engineering team reviews all infrastructure. - Servers - Network - Server and network monitoring alert configurations - Cybersecurity - Train systems engineering team - Train NOC for monitoring and management
Araceli Nava	Director of Account Management	Information gathering and documentation with PMO and Helpdesk team. Preparing onboarding and offboarding forms. Documenting procurement process and vendors information.
Sara Lauritzen	Director of Helpdesk	Helpdesk documentation and Helpdesk team training.
Chuck Cobb	Project Manager	Coordination within the PMO department for installation of all tools (Datto, IT Glue, Auvik, AutoTask), access, and information gathering.
Andrew Block	City Engineering Manager	Works with the onsite engineer, training on tools, processes and procedures for the City engineer.



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The detailed project plan for transition is provided on the next page.

## City of San Fernando onboarding 2024



Task Name	Start date	End date	Owner	Status
<b>City of San Fernando onboarding</b>				
<b>RFP Phase</b>				
RFP questions	01/02/24	01/31/24	Craig Wolynetz, Umar Irshad	
RFP response consolidation and preparation	01/02/24	01/31/24	Craig Wolynetz, Umar Irshad	
RFP response submission	02/01/24	02/01/24	Craig Wolynetz, Umar Irshad	
Contract sign	04/01/24	04/01/24	Craig Wolynetz, Umar Irshad	
<b>Discovery Phase</b>				
<b>Update onboarding Excel document</b>				
IT Glue Export / Import (or other documentation tools)	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Location information.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Contact list of all users in City of San Fernando for AutoTask ticketing	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Workstation list	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Server and application map list, Rack Diagrams	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Helpdesk, Engineering documents.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Credentials.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Domain information.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
SSL Certificate information.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Antivirus details.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Application and SMEs.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Internet WAN information.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
LAN information.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Licensing details.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
Remote access.	07/01/24	07/12/24	Chuck Cobb, Ryan Wambolt	
<b>Account Manager - Customer Information gathering</b>				
Point of contact	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Point of contacts for emergencies	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Point of contact for all maintenance including monthly patching	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Change request form for authorizations	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Physical access keys for afterhour access	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Maintenance schedule for Microsoft updates	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Account payables contact	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Purchasing process	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Maximum purchase amount without council approval and 3 quotes	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
New user onboarding form	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Offboarding form for terminated employees	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Current login process	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
Vendor information (if needed).	07/01/24	07/19/24	Araceli Nava, Tiffany Shaw	
<b>Others</b>				
Backup documentation	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	
Disaster recovery documentation	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	
Business application list	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	



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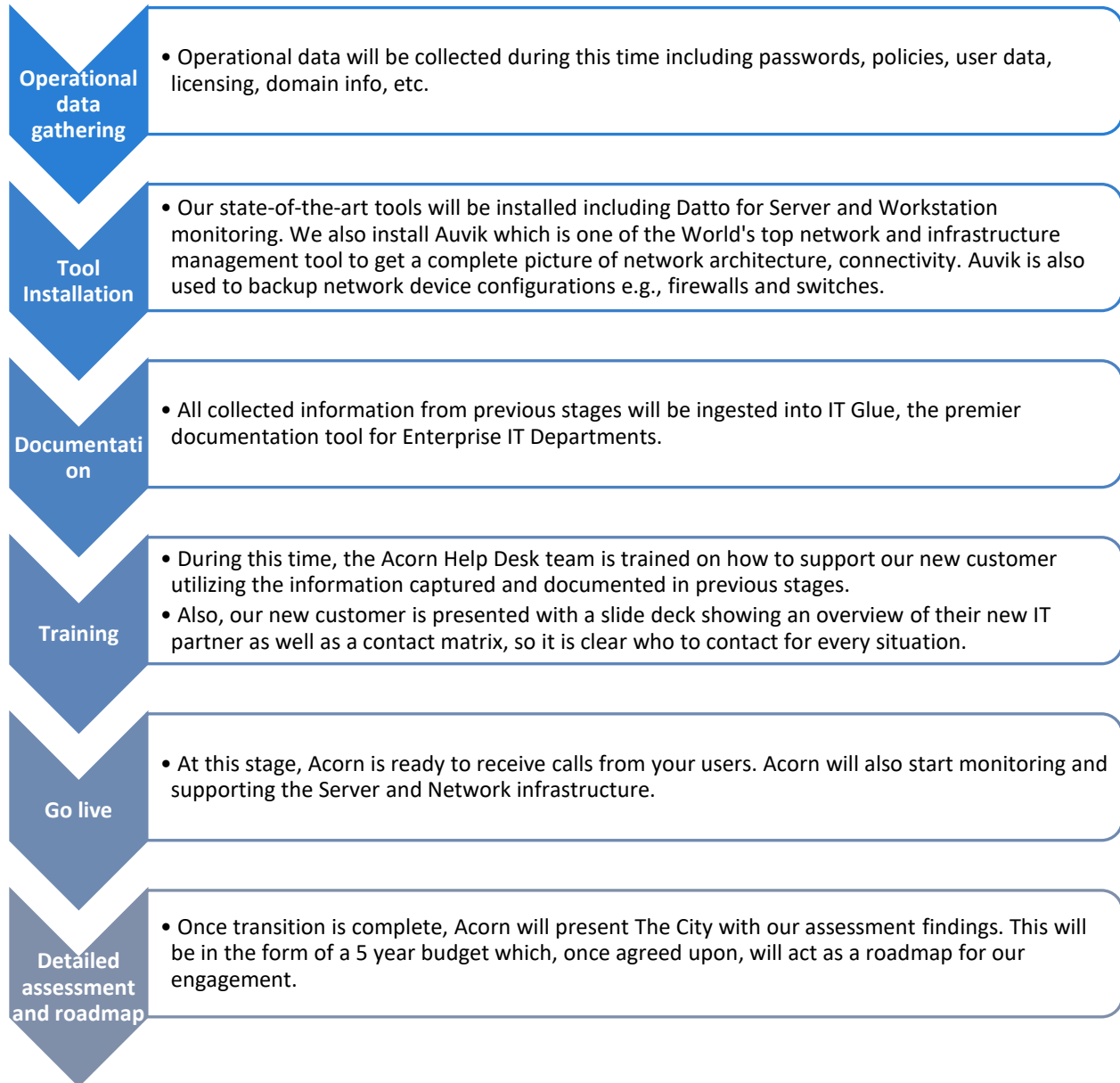
Task Name	Start date	End date	Owner	Status
47 Desktop softwares	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	
48 <input type="checkbox"/> Architecture diagrams	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	
49 <input type="checkbox"/> Network diagram	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	
50 <input type="checkbox"/> Wireless map	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	
51 <input type="checkbox"/> VOIP design	07/08/24	07/26/24	Chuck Cobb, Ryan Wambolt	
52				
53 <input type="checkbox"/> <b>Implementation Phase</b>				
54 <input type="checkbox"/> Create domain admin account "ATS"	07/01/24	07/12/24	<b>Current MSP</b>	
55 <input type="checkbox"/> Deploy Datto RMM	07/01/24	07/26/24	Chuck Cobb, Muhammad Afl Rafaf, Ryan Wambolt	
56 <input type="checkbox"/> Deploy Auvik	07/01/24	07/26/24	Chuck Cobb, Daniel Balkoski, Ryan Wambolt	
57 <input type="checkbox"/> Update IT Glue with ALL documentation provided in Discovery phase	07/01/24	07/26/24	Chuck Cobb, Joel Noriega, Sara Lauritzen	
58 <input type="checkbox"/> Update AutoTask with contacts	07/01/24	07/26/24	David McGissic, Haley Martin	
59 <input type="checkbox"/> Training of Helpdesk team	07/15/24	07/26/24	Joel Noriega, Sara Lauritzen	
60 <input type="checkbox"/> <b>Account Manager - Customer setup in IT Glue</b>				
61 <input type="checkbox"/> Point of contact	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
62 <input type="checkbox"/> Point of contacts for emergencies	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
63 <input type="checkbox"/> Point of contact for all maintenance including monthly patching	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
64 <input type="checkbox"/> Change request form for authorizations	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
65 <input type="checkbox"/> Physical access keys for afterhour access	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
66 <input type="checkbox"/> Account payables contact	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
67 <input type="checkbox"/> Maintenance schedule for Microsoft updates	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
68 <input type="checkbox"/> Maximum purchase amount without council approval and 3 quotes	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
69 <input type="checkbox"/> New user onboarding form	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
70 <input type="checkbox"/> Offboarding form for terminated employees	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
71 <input type="checkbox"/> Purchasing process	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
72 <input type="checkbox"/> Preferred Vendors for IT Purchases	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
73 <input type="checkbox"/> Current login process	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
74 <input type="checkbox"/> Customer welcome video with Acorn contact details	07/15/24	07/26/24	Araceli Nava, Tiffany Shaw	
75 <input type="checkbox"/> <b>Provide access to City of San Fernando POC</b>				
76 <input type="checkbox"/> Datto	07/29/24	07/31/24	Chuck Cobb	
77 <input type="checkbox"/> IT Glue	07/29/24	07/31/24	Chuck Cobb	
78 <input type="checkbox"/> Auvik	07/29/24	07/31/24	Chuck Cobb	
79 <input type="checkbox"/> AutoTask	07/29/24	07/31/24	Chuck Cobb	
80 <input type="checkbox"/> Brightgauge	07/29/24	07/31/24	Chuck Cobb	
81 <input type="checkbox"/> SmartSheet	07/29/24	07/31/24	Chuck Cobb	
82 <input type="checkbox"/> ScalePad	07/29/24	07/31/24	Chuck Cobb	
83				
84 <input type="checkbox"/> <b>Go Live</b>				
85 <input type="checkbox"/> Forward Helpdesk extension at City of San Fernando	08/05/24	08/05/24	Chuck Cobb, Ryan Wambolt	
86 <input type="checkbox"/> Forward IT emails to helpdesk@acorntechservices.com	08/05/24	08/05/24	Chuck Cobb, Ryan Wambolt	
87				
88				
89 <input type="checkbox"/> <b>Assesment, budget and 5 year roadmap</b>				
90 <input type="checkbox"/> Budget	09/02/24	09/02/24	Craig Wolynez, Umar Irshad	
91 <input type="checkbox"/> 5 year road map	09/02/24	09/02/24	Craig Wolynez, Umar Irshad	
92 <input type="checkbox"/> <b>Vulnerability scan using Tenable.io</b>				
93 <input type="checkbox"/> Findings	09/02/24	09/20/24	David McGissic, Haley Martin	
94 <input type="checkbox"/> Remediation plan	09/02/24	09/20/24	David McGissic, Haley Martin	
95 <input type="checkbox"/> Report	09/02/24	09/20/24	David McGissic, Haley Martin	



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### Transitional steps

The following activities will be carried out to complete the transition of services from the current MSP to Acorn Technology Services. A detailed project plan will be shared once the contract is signed which will highlight each of the following activities and milestones.







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## SECTION 5: PROJECT STAFFING


### Staffing

As part of our proposal, Acorn will place a full-time helpdesk engineer in the City. The City will have full control of the decision to hire the full-time helpdesk engineer at the City. Acorn will provide training, management, benefits, and incentives to the engineer. Acorn provides hardware and software to all its onsite City engineers. Acorn only requests that the City provide a cubicle to the Acorn onsite staff member.

#### Acorn resources associated with the contract

We have shared the profiles of the core resources who will be associated with this contract.

#### Craig Wolynez

	<p><b>CURRENT POSITION</b></p> <p>CEO/Owner</p>
	<p><b>OVERVIEW AND PROFESSIONAL EXPERIENCE</b></p> <p>Craig Wolynez has been a technology entrepreneur since 1998 founding/acquiring multiple companies with disciplines in web development and IT Managed services. He has worked with business leaders across a wide array of companies like Ford Motor Company, Jerry Bruckheimer Films, Motorola, The United Way, Harpo Studios, and Habitat for Humanity. Craig has held a myriad of positions over his career such as President of Mergers &amp; Acquisitions, CIO, and now currently, CEO of Acorn Technology Services.</p>
	<p><b>EDUCATION</b></p> <ul style="list-style-type: none"> <li><b>Bachelor of Arts, Economics</b> State University of New York at Albany</li> </ul>
	<p><b>CERTIFICATIONS</b></p> <ul style="list-style-type: none"> <li>Apple Certified Support Professional (ACSP)</li> <li>Apple Certified System Administrator (ACSA)</li> </ul>
<p><b>ACHIEVEMENTS</b></p> <ul style="list-style-type: none"> <li>Transformed three startup MSPs into multi-million dollar, industry leading MSPs</li> </ul>	<p><b>REPRESENTATIVE CLIENT EXPERIENCE</b></p> <p>MSP CIO responsible for strategic planning, budgeting, account coordination and customer satisfaction for the following clients:</p> <ul style="list-style-type: none"> <li><b>CITY OF COVINA</b></li> <li><b>CITY OF LA QUINTA</b></li> <li><b>ANNENBERG FOUNDATION TRUST AT SUNNYLANDS</b></li> <li><b>SMARTSTOP REIT</b></li> <li><b>SOLARMAX</b></li> <li><b>AVALON TRANSPORTATION</b></li> </ul>



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Umar Irshad



**CURRENT POSITION**

COO/Owner

**OVERVIEW AND PROFESSIONAL EXPERIENCE**

Umar has over 20 years of experience in end-to-end IT management and governance. His most recent accomplishment was rebuilding a Pacific Northwestern MSP into a regional leader by building from the ground up; process, procedures, products, and staff utilizing the COBIT architecture.

He has led global operations teams for Microsoft.com, Microsoft Anti-Malware, and Windows Update. At Microsoft, his team managed 24 data centers worldwide. His experience includes building robust IT management teams and processes based on COBIT, ITSM and ITIL standards and cybersecurity systems based on ISO27002 and (ISC)2. Umar believes that by following basic principles and standards, IT can be simplified all the while empowering your employees and protecting your organization from Cybersecurity threats.

Umar has spent several years designing and implementing streamlined security platforms that meet client needs and budgets. He has been on the front lines working with IT-ISAC, Department of Homeland Security, Federal Bureau of Investigation, and some of the largest technology companies in the world. Umar is passionate about Cybersecurity, aligning IT teams, structure, and process with business vision and expectations.

**EDUCATION**

- **MASTERS IN COMPUTING**  
University of Bradford
- **MASTERS IN COMPUTER SCIENCE**  
Muhammad Ali Jinnah University
- **BACHELOR OF COMPUTER SCIENCE**  
Al-khair University

**CERTIFICATIONS**

- MCDBA
- MCP
- ITIL
- Project+

**ACHIEVEMENTS**

- *“League of extraordinary achiever”* at Microsoft for 5 consecutive years.

**REPRESENTATIVE CLIENT EXPERIENCE**


MSP CIO responsible for strategic planning, budgeting, account coordination and customer satisfaction for the following clients:

- **CITY OF DUVALL**
- **CITY OF SOUTH PASADENA**
- **CITY OF RANCHO PALOS VERDES**
- **CITY OF INDUSTRY**
- **SMARTSTOP PROPERTY MANAGEMENT**
- **RUBIDOUX COMMUNITY SERVICES DISTRICT**
- **RECYCLEWISE**
- **BANK OF AMERICA**
- **SHELL PETROLIUM**
- **PETRONAS**



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David McKissic

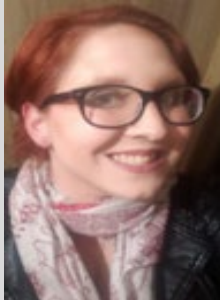
	<p><b>CURRENT POSITION</b> Vice President, Technical Operations &amp; Cybersecurity</p>
<p><b>EDUCATION</b></p> <ul style="list-style-type: none"> <li><b>BACHELOR OF COMPUTER INFORMATION SYSTEMS</b> New England Institute of Technology</li> </ul>	<p><b>OVERVIEW AND PROFESSIONAL EXPERIENCE</b></p> <p>David has been working in cybersecurity and IT operations for almost 20 years. David has been with Acorn for 8 years. At Acorn he leads the helpdesk, systems engineering and cybersecurity departments. He has assisted in integrating new technologies and bringing in security options for customers. Part of his responsibilities also included leading and performing vulnerability assessments and audits for various projects and customers. Many were for municipal governments that are current customers today.</p> <p>David’s passion is in leading transformative cybersecurity change, mitigating risk, advancing cutting edge solutions and services, creating efficiencies, driving down costs, and collaborating to solve enterprise &amp; industry-wide challenges.</p>
<p><b>CERTIFICATIONS</b></p> <ul style="list-style-type: none"> <li>CompTIA A+</li> <li>CompTIA Network+</li> <li>CompTIA Security+</li> </ul>	<p>David encourages his teams to take a balanced approach between risk and capability to deliver pragmatic controls to enable and protect the brand. David takes great pride as a technology innovator who understands technology, cyber and privacy trends, and market forces.</p>
<p><b>AREAS OF EXPERTISE</b></p> <ul style="list-style-type: none"> <li>IT operations</li> <li>Cybersecurity</li> <li>Service Delivery</li> <li>Engineering</li> <li>Technology Evangelist</li> </ul>	<p>As a strong communicator, David is often called to define, articulate, and execute cybersecurity and IT operations strategy &amp; plans; communicate metrics with the C-suite/regulators. David’s strengths are relationship building, collaboration, and strong background in technology.</p>



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Sara Lauritzen



**CURRENT POSITION**

Director of Technical Operations

**OVERVIEW AND PROFESSIONAL EXPERIENCE**

Sara is a highly skilled and experienced technical professional with a passion for solving complex IT and procedural problems. With over 11 years of experience in the field, she possesses a deep understanding of a wide range of technologies and has a proven track record of success in delivering high-impact solutions. She has been with Acorn for 6 years. Recently she has been working on transforming the Technical Operations Department to achieve peak efficiency and exceptional customer satisfaction.

Sara’s expertise lies in motivating and leading others. She has a knack for quickly grasping new concepts and applying them effectively to provide customer satisfaction. She is a creative problem solver and is always looking for new and innovative ways to improve efficiency and productivity. She is also an excellent communicator and collaborator. She can clearly explain complex technical concepts to both technical and non-technical audiences.

Sara's unwavering dedication to exceptional services drives her to consistently surpass customer expectations. She fiercely protects her team’s reputation for excellence, a testament to her leadership and expertise. She is passionate about technology and is always looking for new ways to use it to make a positive impact on Acorn’s customers.

**EDUCATION**

- **BACHELOR OF INFORMATION TECHNOLOGY**  
Full Sail University
- **ASSOCIATES OF INFORMATION TECHNOLOGY**  
Mt. San Jacinto College
- **ASSOCIATES OF COMPUTER SCIENCE**  
ITT Technical Institute

**CERTIFICATIONS**

- Office 365 administration

**ACHIEVEMENTS**


- “Acorn’s Annual Mightiest Nut Award 2021”
- “Acorn’s Annual Mightiest Nut Award 2022”



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Ryan Wambolt


	<p><b>CURRENT POSITION</b> Director of Project Management</p> <hr/> <p><b>OVERVIEW AND PROFESSIONAL EXPERIENCE</b> Ryan has been in the Acorn Technology Project Management department for the last 10 years. He started as a Project Manager and over the years got promoted to Director of Project Management considering excellent performance and customer satisfaction. Over the years Ryan has delivered multiple Server, Network, Software, and O365 migrations for Acorn’s customers.</p> <p>Ryan is an innovative and collaborative individual whose leadership and technical background empower his department to succeed. Experienced orchestrator of enterprise-class product deployment. Leading cross-functional project teams. Proven record of strengthening customer and employee confidence through authentic working relationships. Strong knowledge of software deployment strategies and project management principles.</p> <p>As a leader in the PMO department, Ryan manages various client initiatives and balances projects through all lifecycle stages to ensure projects are delivered on time and on budget. Ryan is always pursuing new ways to continue improving his department’s productivity.</p>
<p><b>EDUCATION</b></p> <ul style="list-style-type: none"> <li><b>ASSOCIATES OF PROJECT MANAGEMENT</b> University of Riverside, CA</li> </ul>	
<p><b>CERTIFICATIONS</b></p> <ul style="list-style-type: none"> <li>Project+</li> </ul>	
<p><b>ACHIEVEMENTS</b></p> <ul style="list-style-type: none"> <li>“Acorn’s Annual Mightiest Nut Award 2016”</li> <li>“Acorn’s Annual Mightiest Nut Award 2020”</li> </ul>	



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Araceli Nava

 <p><b>EDUCATION</b></p> <ul style="list-style-type: none"> <li>• <b>Business Administration Certification,</b> IEC Colleges, 2002</li> </ul> <p><b>CERTIFICATIONS</b></p> <ul style="list-style-type: none"> <li>• Trained and certified emergency response.</li> </ul> <p><b>CORE SKILLS</b></p> <ul style="list-style-type: none"> <li>• Customer relations</li> <li>• Organization</li> <li>• Innovative Thinking</li> <li>• Critical Thinking</li> </ul>	<p><b>CURRENT POSITION</b></p> <p>Director of Account Management</p> <hr/> <p><b>OVERVIEW AND PROFESSIONAL EXPERIENCE</b></p> <p>Araceli Nava has been with Acorn for 7 years. She manages the Account management department at Acorn and has a team of account managers who report to her.</p> <p>Araceli deftly manages Tier 1 customers at Acorn including multiple cities like Costa Mesa Sanitary District, City of Monrovia, City of Industry, and the City of South Pasadena. She is well versed at creating and maintaining budgets, she is meticulous, and is a ferocious advocate for her customers.</p> <p>Araceli directs the Account Managers and overall customer account management strategy, ensuring that customers feel valued and have the best experience possible by delivering high-quality, quick, accurate, personable, and consultative solutions and support. Drives strong alignment across the organization to onboard new customers, retain existing customers, support, and grow customers.</p> <p>Araceli is adept at setting goals, developing plans, processes, establishing priorities, and managing in an ever-changing customer needs and IT environments.</p>
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### Chris Gravatt



#### EDUCATION

- **Associate of Applied Science - Network Administration**  
South Seattle College

#### AREAS OF EXPERTISE

- Infrastructure architecture
- Cybersecurity
- IT operations
- Service Delivery

#### CURRENT POSITION

Director of Systems Engineering

#### OVERVIEW AND PROFESSIONAL EXPERIENCE

Chris has over 20 years of experience in managing a diverse group of engineering teams. At Acorn Chris leads the 24x7x365 systems and network engineering teams, Cybersecurity team, NOC and SOC teams. Chris ensures critical infrastructure issues and incidents are handled effectively and efficiently. Chris helps his teams with infrastructure architecture, discovery, and risk management. Chris guides Acorn customers in doing things the right way to reduce overall cost and risk.

Chris has expert level knowledge in on-premises data center management, Azure Cloud management, network management and overall infrastructure architecture. Chris, over the years has helped our City clients and our public sector clients with Azure cloud migrations, Exchange server migrations to O365, disaster recovery architecture and implementation, data center hardware refresh, cybersecurity projects including implementation of DLP and NDLP, and full network hardware replacement.

Chris takes great pride in working hand in hand with customers to architect solutions which meet the need and exceed the requirements of the business while giving end users the best possible experience. This includes necessary redundancies to maximize uptime and access to critical business functions.

In his free time Chris loves to hike and is an avid offroad driver.





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### Edgar Ramos



#### EDUCATION

- **B.S. Information Management – Systems Administration**  
California State University, San Bernardino

#### CURRENT POSITION

Lead CJIS Project Engineer

#### OVERVIEW AND PROFESSIONAL EXPERIENCE

With over 15 years of dedicated experience in IT systems administration, Edgar is a seasoned professional committed to optimizing technology infrastructures for a diverse range of industries including (but not limited to) manufacturing, healthcare, finance, local governments and municipalities. His expertise lies in designing, implementing, and maintaining robust IT solutions to ensure seamless operations and enhanced productivity.

In his role as a Lead CJIS Project Engineer, he has successfully overseen the management of intricate projects, demonstrating proficiency in infrastructure and network administration. Throughout his career, he has been instrumental in executing strategic initiatives such as server migrations, hybrid cloud integrations, and implementation of comprehensive network optimization measures.

Edgar takes pride in his ability to collaborate with varied teams effectively, fostering a cohesive environment that prioritizes efficiency and innovation. His proactive approach to continuous improvement strategies has resulted in a notable increase in overall departmental efficiencies ensuring the timely completion of large scale projects for our existing customer base. Edgar possess in-depth knowledge of virtualization technologies, including VMware, Hyper-V, and Azure and is well-versed in networking protocols and hardware. Having supported a diverse range of industries, he understands the unique challenges of various sectors and leverages his experience to tailor solutions that align with specific organizational needs.

#### REPRESENTATIVE CLIENT EXPERIENCE

MSP Project Engineer responsible for strategic planning, implementation, and deployment of mission critical projects for the following clients:

- **CITY OF DUVALL**
- **CITY OF SOUTH PASADENA**
- **CITY OF MONROVIA**
- **CITY OF INDUSTRY**
- **CITY OF COVINA**

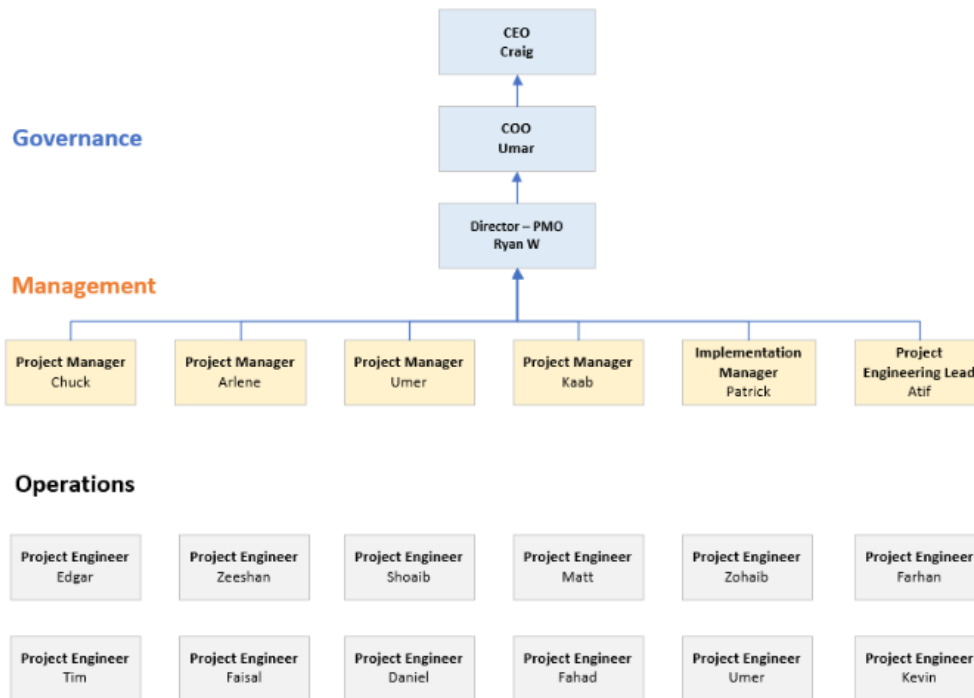


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## Project management organization chart

Please find the organization chart for the project management department. Project Engineers are assigned to the Project Managers based on the nature of the project, CJIS requirements, type and complexity of the project.





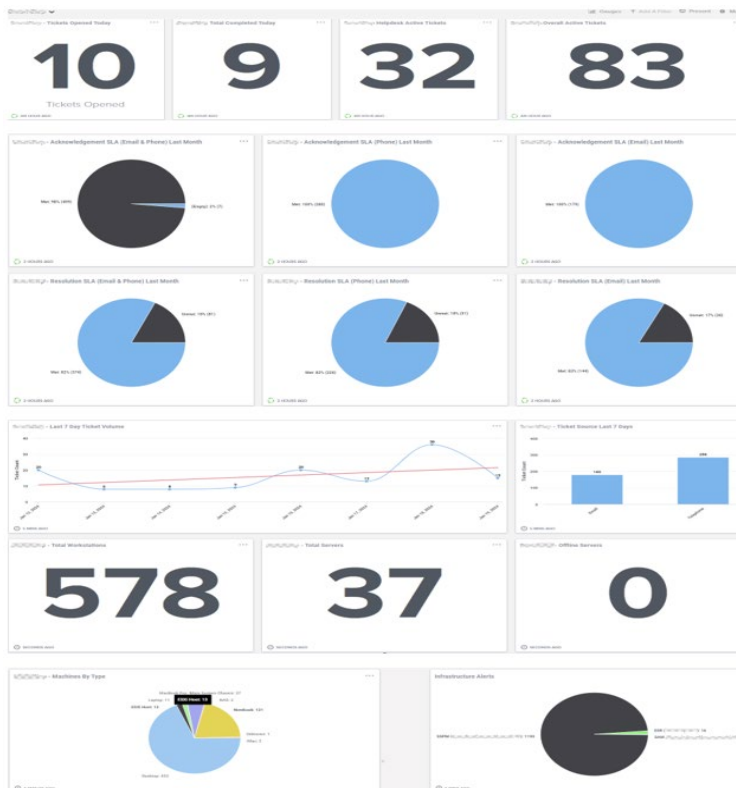
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## SECTION 6: PROPOSED INNOVATIONS

### Acorn internal innovations in 2022/2023

The following are some of the 2022/2023 innovation initiatives which helped Acorn provide the most value for the buck to our customers.

- Acorn’s investment in Auvik to provide incident management and network architecture capabilities to Acorn Engineers at no cost to our clients.
- Acorn invested in ScalePad to improve inventory automation in the Account Management team.
- Acorn migrated to a top IDS and IPS provider, Cynet, to keep our customers secure with the best technologies in the market. MITRE ranked Cynet number one for Autonomous breach prevention and EDR. During a MITRE ATTACK, Cynet achieved a 100% protection rate and a 100% visibility and detection rate.
- Acorn tracks all ongoing projects using Smartsheet’s at no added cost to our clients. Our clients get access to this tool which project managers always keep updated for customers to view the status of their projects, completed tasks and next steps at any time.
- Acorn ensures that the team is productive and that different departments have enough capacity to support our client’s growth and new business with the help of leading capacity planning and productivity tool “Insightful”.
- Acorn provides access to BrightGauge for real-time Helpdesk and Engineering reports to all its customers. This dashboard not only shows real time details, but also shows historical data which the customer can drill down to look at tickets and ticket contact including engineers working on the tickets.





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## City innovations

Acorn has implemented the following innovations for the other City partners. These are the same innovations that we could implement for City of San Fernando. The innovations listed on the previous page also help all our customers with robust governance structure.

Innovation	How it helped
Inventory management.	<p>Accurate asset management strategies ensure that the City best utilizes their expenditures to prevent unnecessary redundancy, as well as allow the City to track the depreciation of assets. The tools and strategies for managing assets are invaluable to maintaining a healthy lifecycle of hardware replacements to increase general productivity of staff, decrease downtime caused by unexpected outages due to equipment failure, and allowing expenses to be budgeted, rather than emergencies. As part of onboarding and transition, IT inventory will be verified and documented using ScalePad, DattoRMM and Auvik systems. This will help ensure that the inventory is kept updated in real time.</p> <ul style="list-style-type: none"> <li>- <b>Received device management.</b> <ul style="list-style-type: none"> <li>○ Change order.</li> <li>○ Vendor name.</li> <li>○ Serial number.</li> <li>○ Vendor order number.</li> <li>○ Received date.</li> <li>○ Current quantity.</li> <li>○ Received by.</li> <li>○ Asset type.</li> </ul> </li> <li>- <b>Recycle and decommission device management.</b> <ul style="list-style-type: none"> <li>○ Asset name.</li> <li>○ Serial number.</li> <li>○ Reason for recycling.</li> <li>○ Most recent user.</li> <li>○ Purchase date.</li> <li>○ Recycling date.</li> <li>○ Asset type.</li> <li>○ AutoTask ticket number.</li> </ul> </li> <li>- <b>Overall inventory management.</b> <ul style="list-style-type: none"> <li>○ Make.</li> <li>○ Model.</li> <li>○ Serial number.</li> <li>○ Assigned to.</li> <li>○ Assigned department.</li> <li>○ Asset name.</li> </ul> </li> </ul>



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	<ul style="list-style-type: none"> <li>○ Purchase date.</li> <li>○ Purchase cost.</li> <li>○ Replacement schedule.</li> <li>○ Notes.</li> </ul>
<p>Critical policies and procedures.</p>	<p>Acorn assisted with implementation of the following SOPs. These SOPs ensure that all users, internal IT team and Acorn IT team understand the importance of following standard processes and procedures to keep the City from harm's way. Though these policies are developed by the Acorn IT team at no cost to the customer, it is imperative that the City assists with the approval and implementation of these policies for their users.</p> <ul style="list-style-type: none"> <li>- Password policy.</li> <li>- Incident response policy.</li> <li>- Backup and DR policy.</li> <li>- Network security policy.</li> <li>- Acceptable use policy.</li> <li>- Data retention policy.</li> <li>- Remote access policy.</li> <li>- VPN policy.</li> <li>- Guest access policy.</li> <li>- Mobile device policy.</li> <li>- Network access and authentication policy.</li> </ul>
<p>Auvik advanced network monitoring.</p>	<p>Implementation of Auvik will help the City identify infrastructure related issues and incidents quickly which is included as part of Acorn services. Auvik also backs up switch and firewall configurations which helps during switch or firewall related outages.</p> <p>Using Auvik Acorn will automate network discovery and will be able to analyze the network traffic and performance at the City.</p>
<p>O365 security recommendations and implementation.</p>	<p>Acorn will help implement 25 different O365 security related recommendations by Microsoft which are included in the Acorn services as part of this contract. These recommendations are divided into 3 categories based on impact, these 3 categories are Critical, High, and Low.</p>
<p>Centralized documentation management.</p>	<p>As part of onboarding Acorn will build a documentation platform for the City in IT Glue which will include the following. This documentation will be kept updated at all times by different departments including Helpdesk, Systems Engineering, Project Engineering and Account Management.</p> <ul style="list-style-type: none"> <li>- All password information.</li> <li>- Contact information.</li> <li>- Documents for Helpdesk and Engineering teams.</li> <li>- Domain information.</li> </ul>



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	<ul style="list-style-type: none"> <li>- SSL certificate information.</li> <li>- All configuration items e.g., server, workstation, printer, network devices, network UPS, and cellphone details.</li> <li>- Site summary.</li> <li>- Active directory details.</li> <li>- Anti-virus.</li> <li>- Applications.</li> <li>- Change request forms.</li> <li>- Email system information.</li> <li>- File share information.</li> <li>- Internet WAN details.</li> <li>- LAN details.</li> <li>- Other as per customer requirements.</li> </ul>
<p>Centralized project management.</p>	<p>All projects for the City will be tracked using the Smartsheet project tracking tool. The City will have access to the Smartsheet portal where the City will be able to view all ongoing projects and their updates in a live view. Project Managers update the projects daily.</p> <p>This will help ensure the following for the City.</p> <ul style="list-style-type: none"> <li>- No scope creeps.</li> <li>- No impact on the budgeted cost.</li> <li>- No impact to the project timeline/schedule.</li> </ul>
<p>Automated onboarding and user offboarding</p>	<p>Acorn utilizes AutoTask for automating user onboarding and offboarding using workflows, speed codes, checklists and QoS checklist to ensure that nothing is missed.</p> <div data-bbox="630 1264 1062 1766" style="border: 1px solid #ccc; padding: 5px; margin: 10px 0;"> <p>Select Checklist <span style="float: right;">×</span></p> <p>Save &amp; Close <span style="margin-left: 20px;">Cancel</span></p> <p>New User configuration Checklist</p> <hr/> <p>Checklist Preview</p> <ol style="list-style-type: none"> <li>1. Create user in AD !</li> <li>2. Create Email !</li> <li>3. --- If Hybrid Enviornment, create in exchange and migrate over</li> <li>4. Add user to the security groups !</li> <li>5. Add user to Distribution Lists !</li> <li>6. Add user to shared mailbox !</li> <li>7. Add user to transport rules if applicable !</li> <li>8. Add user to printers !</li> <li>9. Configure user for scanning</li> <li>10. Add additional rights listed in the sheets !</li> <li>11. Apply any applicable licensing !</li> <li>12. --- Update Glue as applicable</li> <li>13. Create any software users (Laserfiche, timeslips...ect) !</li> <li>14. Put ticket number in AD user description !</li> <li>15. Put email in AD user account under 'Email' !</li> <li>16. Set up the user for VPN if applicable !</li> <li>17. Email customer using Template 555 in Autotask !</li> <li>18. Create Computer configuration ticket using checklist !</li> <li>19. Create Quality Ticket using checklist and put ticket in the QA queue !</li> </ol> </div> <p>The above automated checklist can also be updated according to each customer's requirements.</p>



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## F. PROPOSAL COSTS SHEET AND RATES

Services	Quantity	Price	Monthly Total
<b>Desktops &amp; Laptops</b>	200	\$60.00	\$12,000.00
- 24 x 7 x 365 Helpdesk & desktop support			
- 24 x 7 x 365 Security support			
- Documentation management			
- LoB application support			
<b>Servers</b>	30	\$250.00	\$7,500.00
- 24 x 7 x 365 Server support			
- 24 x 7 x 365 monitoring and management.			
- Veeam licenses for servers			
- Backup and DR management			
- Documentation management			
<b>Network Devices</b>	10	\$35.00	\$350.00
- 24 x 7 x 365 Network support			
- 24 x 7 x 365 monitoring and management			
- Documentation management			
Locations	7	\$0.00	\$0.00
Fulltime onsite resource	1	\$5,500.00	\$5,500.00
Project management services			Included
Governance and IT Strategy			Included
Inventory management			Included
24 x 7 x 365 Incident management			Included
<b>Total</b>			<b>\$25,350</b>





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## SECTION 8: ACCEPTANCE OR EXCEPTIONS TO PROFESSIONAL SERVICES AGREEMENT

Acorn Technology Services accepts the City's Professional Services Agreement (PSA) as drafted in Attachment A without any exceptions.



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*Information Technology Managed Services  
BAFO*



**City of San Fernando  
April 8<sup>th</sup>, 2024**



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## PROPOSAL COSTS AND RATES

We have revised our costing based upon the following factors:

- We have lowered our Per Device price from \$60/device to \$55/device assuming that the onsite resource will take on a more robust service role for Desktops & Laptops
- Given that the City will not use our Veeam backup licensing, we can bring the Per Server cost down from \$250/server to \$180/server
- Revised pricing is as follows:

Services	Quantity	Price	Monthly Total
<b>Desktops &amp; Laptops</b>	200	\$55.00	\$11,000.00
- 24 x 7 x 365 Helpdesk & desktop support			
- 24 x 7 x 365 Security support			
- Documentation management			
- LoB application support			
<b>Servers</b>	30	\$180.00	\$5,400.00
- 24 x 7 x 365 Server support			
- 24 x 7 x 365 monitoring and management.			
- Veeam licenses for servers			
- Backup and DR management			
- Documentation management			
<b>Network Devices</b>	10	\$35.00	\$350.00
- 24 x 7 x 365 Network support			
- 24 x 7 x 365 monitoring and management			
- Documentation management			
Locations	7	\$0.00	\$0.00
Fulltime onsite resource	1	\$5,500.00	\$5,500.00
Project management services			Included
Governance and IT Strategy			Included
Inventory management			Included
24 x 7 x 365 Incident management			Included
<b>Total</b>			<b>\$22,250</b>



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## SOFTWARE OPTIONS

We are generally very flexible when it comes to custom solutions for our partners. In fulfilling this request, however, we fear that inefficiencies between the onsite resource, our Help Desk, our NOC, and our SOC would be introduced, requiring each department to adopt to new and unique tools.

Alternately, we are very open to customizing our extremely flexible and robust tools to meet the City's specific needs such as more automated user on/offboarding.

So, although we are not definitively saying 'no', we would respectfully suggest that you'd reconsider and allow us to realize greater efficiencies utilizing and customizing our preferred toolset.

## IT ROADMAP DEVELOPMENT

IT Roadmap Development is included in our proposal at no additional cost.

## IT INCIDENT PLAN DEVELOPMENT

IT Incident Plan Development is included in our proposal at no additional cost.

## ERP MIGRATION EXPERIENCE

We have vast experience assisting our partners with new ERP implementation and migrations. Some recent examples are as follows:

- Costa Mesa Sanitary District: Springbrook ERP Cloud Migration
- City of South Pasadena: Laserfiche ERP upgrade
- City of South Pasadena: OpenGov ERP implementation



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## FINAL STATEMENT OF VALUE

Our team felt such a strong connection during our meeting on March 28<sup>th</sup>. I.T. is not only a financial investment but a time investment as well. Our engagements with our partners last many years, so it's important that the folks on the other side of the conference room table or the Zoom meeting are people who share the same values and sensibilities; we're in this for the long haul!

Our embrace of Governance defined by COBIT, ITIL, and ITSM is not an opportunity to drop acronyms designed to sound impressive. We live these principles and run our organization to these standards.

As part of our 76 member team, 43 are CJIS certified engineers. So whether it's for City Hall or Emergency Services, our bench is deep and ready for the challenges ahead that the City may throw our way.

And although much of IT can be done remotely, we're right in your backyard. Our engineers are local and ready with backup and backups to the backup. It's reassuring to know that no matter the circumstances, we're minutes away.

Acorn has decades of experience providing the very services the City requires to, currently, 16 public agencies. Our vision is to enable organization so they can focus on *their* mission and not be overly encumbered by IT. We would be honored to be of service the people and the City of San Fernando.

Revised 09-19-2024

	Quantity	Price	Year 1	Year 2	Year 3	Year 4	Year 5
Devices	200	\$55	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
Servers (\$180 w/o Veeam, \$200w/Veeam)	30	\$180	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400
Network Devices	10	\$35	\$350	\$350	\$350	\$350	\$350
Locations	7	\$0	\$0	\$0	\$0	\$0	\$0
FTE (3% Annual Increase)	1	\$5,500	\$5,500	\$5,665	\$5,835	\$6,010	\$6,190
<b>Total</b>			\$22,250.00	\$22,415.00	\$22,584.95	\$22,760.00	\$22,940.30
Discount			(8,066.67)	(6,856.67)	(5,828.17)	(4,662.54)	(3,496.90)
<b>Managed Services Monthly Total</b>			<b>\$14,183.33</b>	<b>\$15,558.33</b>	<b>\$16,756.78</b>	<b>\$18,097.46</b>	<b>\$19,443.40</b>
<b>XDR Licensing (Cynet)</b>	230		<b>\$2,970.83</b>	<b>\$2,970.83</b>	<b>\$2,970.83</b>	<b>\$2,970.83</b>	<b>\$2,970.83</b>
<b>Monthly Total</b>			<b>\$17,154.16</b>	<b>\$18,529.16</b>	<b>\$19,727.61</b>	<b>\$21,068.30</b>	<b>\$22,414.23</b>
<b>Annual Total</b>			<b>\$205,849.96</b>	<b>\$222,349.97</b>	<b>\$236,731.37</b>	<b>\$252,819.56</b>	<b>\$268,970.76</b>

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** October 7, 2024

**Subject:** Consideration to Approve a Contract Services Agreement with IPS Solutions Inc. through Sourcewell for Curb Management Technologies with Related Services

### RECOMMENDATION:

It is recommended that City Council:

- a. Approve a Contract Services Agreement with IPS Solutions Inc. (Attachment "A" – Contract No. 2283) through Sourcewell's Cooperative Purchasing Program Contract No. 120423-IPS for an annual not-to exceed amount of \$40,000 for web-based Data Management System (DMS) software and a one-time amount of \$150,000 for purchasing of smart meters and related equipment and services;
- b. Authorize the purchase of up to One-Hundred Forty Four (144) IPS M5 smart meters for Phase Two of City-wide parking meter upgrades;
- c. Authorize the City Manager, or designee, to execute the agreement and all related documents; and
- d. Authorize a transfer of \$26,640 from Public Works General Fund contractual services (001-310-0000-4270) to capital equipment (001-310-0000-4600).

### BACKGROUND:

1. On June 18, 2018, the City Council approved an agreement with IPS Group, Inc. (IPS) to purchase 100 single space smart parking meters and provide the related web-based Data Management System (DMS) software, which expired June 2022.
2. On August 16, 2021, the City Council adopted the Citywide Parking Management Master Plan that, along with other parking related elements, provided recommendations for modernizing the City's parking meter system.

**Consideration to Approve a Contract Services Agreement with IPS Solutions Inc. through the Sourcewell for Curb Management Technologies with Related Services**

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3. On October 19, 2023, Sourcewell published Request for Proposals # 120423 for Curb Management Technologies with Related Services (Attachment “B”).
4. On January 10, 2024, Sourcewell awarded a contract to IPS (Master cooperative Agreement) (Exhibit “C” to Attachment “A”) to provide Curb Management Technologies with Related Services through its cooperative purchasing program.

**ANALYSIS:**

Metering street parking serves a crucial purpose in urban environments by promoting efficient use of limited parking spaces, reducing congestion, and generating revenue for local infrastructure. By regulating the duration and cost of parking, cities can encourage turnover, allowing more customers to access popular areas and supporting local businesses. Additionally, metered parking helps to create a more organized streetscape, improving safety for pedestrians and cyclists while minimizing the potential for illegal parking practices. Ultimately, metering is a strategic tool for enhancing the overall functionality and vibrancy of city life.

Replacing coin-only operated parking meters with smart parking meters offers significant benefits for cities, enhancing both the efficiency of parking management and the overall user experience. Unlike traditional coin-only operated meters, smart parking meters support various payment methods, such as credit/debit cards, mobile apps, and contactless transactions, which cater to modern payment preferences and eliminate the need for loose change. This transition not only makes parking more convenient for users, but also streamlines the payment process, reducing the risk of meter malfunctions and theft.

The City currently has 377 total parking spaces identified as metered parking. Attachment “C” provides a map of existing meter locations.

- 277 meters are coin-only operated and 100 are IPS M5 smart meters. IPS M5 smart meters accept coins and credit cards and are also capable of accepting smart card technology.
- 245 meters are located within the Business District (Mall) area and 132 are located within the Courthouse/Civic Center (CC) area (Attachment “C”). All 245 metered parking spaces within the Mall area are coin-only operated and 45 are currently inactive.
- Of the 132 metered parking spaces within CC area, 100 are IPS M5 smart meters and 32 coin-only operated; currently 30 of the 100 IPS smart meters are inactive.

In April 2017, the City Council approved the implementation of a Trial Smart Meter Program with IPS to test 30 IPS M5 meters. Staff utilized real-time revenue and operational data transmitted by each smart meter through IPS’ web-based DMS to analyze the program. IPS smart meters

**Consideration to Approve a Contract Services Agreement with IPS Solutions Inc. through the Sourcewell for Curb Management Technologies with Related Services**

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operate on 4G technology, which allows for the transmission of real-time data to a web-based DMS. The trial program was conducted in a portion of the CC area. The physical parameters of the trial area were Third Street (between Brand Boulevard and Macneil Street) and Macneil Street (between Third Street and Fourth Street). The 30 M5 meters were installed and the trial program commenced in early July 2017. The trial program ceased in July 2018.

**Key Findings:**

- During the trial period, revenue per coin transactions averaged \$0.64.
- Revenue per credit card transaction averaged \$1.83, 285% higher revenue per transaction than coins.
- 65% of the meter transactions during the trial period were cash transactions and 35% were credit card transactions.
- The Data Management System allowed staff to monitor each smart meter and more efficiently use staff resources. The System reports meter malfunctions and sends alerts when the meter is almost at coin capacity. With coin-only operated meters, staff must empty every meter weekly to ensure the meters do not reach coin capacity. Using data from the DMS allows staff to only empty meters that are nearing coin capacity.

Based on the key findings from the trial period, staff recommended that smart meters be implemented throughout the City and done in a phased approach with the second phase focusing on the Mall area. On July 18, 2018, the City Council approved an agreement with IPS to purchase 100 single space smart parking meters and the web-based DMS services to implement Phase 1 of the rollout. In September 2018, the 100 smart meters were installed in the CC area on First Street between Maclay Avenue and Brand Boulevard, Macneil Street between First Street and Fourth Street, and Third Street between Maclay Avenue and Brand Boulevard, and is considered phase one of the smart parking meter upgrade project.

**Parking Management Master Plan**

The Citywide Parking Management Master Plan (PMMP), adopted on August 16, 2021, concluded that the City's paid parking system is one of the critical path items for a successful Downtown parking program, and that the current paid parking program is lacking reliable parking technology for the meters that are suffering from too much downtime, which can be frustrating to businesses, guests, and residents. Additionally, the PMMP strongly recommends replacing the existing meters installed throughout the Downtown and infers that the return on investment (ROI) of having quality meters and good maintenance and collections will pay for the initial cost of the technology hardware very quickly.

The Mall metered parking area includes: San Fernando Road between Chatsworth Street and San Fernando Mission Boulevard, Kittridge Street between San Fernando Road and Truman Street, Brand Boulevard between San Fernando Road and Pico Street, Chatsworth Drive between San Fernando Road and Celis Street (102 meters) (Attachment "C"). Upgrading to IPS M5 smart

## Consideration to Approve a Contract Services Agreement with IPS Solutions Inc. through the Sourcewell for Curb Management Technologies with Related Services

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meters comes with two separate costs. One for purchasing the meters and the other for on-going monthly fees associated with operating the meters. That said, prior to commencing with meter upgrades, staff conducted an analysis of the metered parking usage in the area. The goal of the analysis was to determine if the metered parking spaces within the mall area generated vehicle turnover significant enough to, at a minimum, offset the monthly fees for operating new IPS M5 smart meters. The monthly fees are related to the data management, credit card transactions and sensor management services charged per smart meter by IPS.

Since the parking meters in the Mall area are all currently coin-only operated and no real-time web-based data was available, information on metered parking spaces was obtained through the “Existing Conditions Parking” information provided by Walker Consultants on 2022. Walker conducted turnover counts / license plate inventory along the San Fernando Mall, from Kittridge to San Fernando Mission, which encompassed approximately 80 spaces. Counts were conducted every hour from 12:00pm – 8:00 pm on Thursday/Saturday, and from 9:00am – 4:00pm on Sunday. There were 1,027 individual vehicles parked along San Fernando across all three survey days. The majority of vehicles parked for 1 count (i.e., 1 hour) during each of the survey days. This indicates that they were customers or visitors to the area.

Parking demand can be classified into two categories: short and long term.

- Short-term parking typically encompasses customers and visitors to an area. In this case, any vehicles that were parked for 3 counts or less along the mall were considered short-term, thus customers/visitors.
- Long-term parking typically covers employees and residents of an area. In the case of the San Fernando, it is likely only employees as there are no residential units along the mall. Vehicles that were parked for 4 counts or more were considered long-term, thus employees.

On Thursday, short-term (customer) vehicles accounted for 95% of the total parked along the mall, the remaining 5% were long-term vehicles (employee). On Saturday, short-term vehicles accounted for 96%, and long-term for 4%. On Sunday, short-term vehicles accounted for 92%, and long-term for 8%. While long-term parkers accounted for 4% of all vehicles that parked on the San Fernando Mall on Saturday, a closer look at the data showed that during the peak occupancy count (11:30 am – 2pm), 15% of the on-street parking spaces were occupied by long-term parkers (parked 4 hours or more i.e., employees). This is an important finding as it means that 15% of spaces along the Mall during the peak hour were unavailable to customers. Furthermore, this means that the two-hour time limit that is in place along the Mall was being exceeded.

### Phase 2.

Within the Mall area, staff recommends first upgrading the coin-only operated meters to IPS M5 smart meters along San Fernando Road between San Fernando Mission Boulevard and Kittridge

**Consideration to Approve a Contract Services Agreement with IPS Solutions Inc. through the Sourcewell for Curb Management Technologies with Related Services**

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Street (total of 61) and upgrading the remaining coin-only operated parking meters (total of 30) located within the CC area, which were not included in the phase one project, to smart meters. The remaining 53 smart meters will be utilized to replace any failing CC area phase one smart meters and remaining CC area coin-operated meters.

Procurement Process.

Section 2-802.1 of the San Fernando Municipal Code allows for the use of contracts which were awarded through a cooperative competitive bidding process prepared and processed through another local, state, or federal governmental agency to purchase services, supplies and equipment at the same or better pricing as outlined in the awarding bid document. For that reason, staff recommends continuing its relationship with IPS by entering into an agreement through the Sourcewell cooperative purchasing program for the purchase of smart meters, replacement parts, web-based DMS software and related parking management services.

IPS is a San Diego based design, engineering and manufacturing company who pioneered smart parking meter technology and is best known for their patented credit card enabled, solar powered single-space parking meter and web-based management system. For over two (2) decades, IPS has partnered with southern and northern California cities, in addition to cities from around the world, to build smart parking solutions.

**BUDGET IMPACT:**

The Fiscal Year (FY) 2024-2025 Approved Budget includes \$150,000 (\$100,000 carried over from FY 2023-2024) within the Parking and Maintenance Operations fund (029-335-000-4600) to fund the costs to purchase and install, within the Mall area, smart parking meters and related equipment (\$101,314) and to cover the annual cost for web-based data management system services (\$22,046) provided by IPS. Civic Center parking meter revenues are deposited into the General Fund. In turn, Public Works General Funds will be utilized to cover the \$26,640 cost for the purchase and install of new smart parking meters with the CC area, for which authority is requested to transfer funds from contractual services (001-310-0000-4500) to capital expenditures. For future fiscal years, the contract services agreement with IPS establishes an annual not-to-exceed amount of \$40,000 for web-based Data Management System (DMS) software.

Projected Smart Parking Meter Generated Revenue.

Over a recent 12 month period, the current inventory of 100 smart parking meters located within the CC area produced a net revenue of \$51,874.87. It is estimated the additional 91 smart parking meters will produce an annual net revenue of \$48,944.00.



**Consideration to Approve a Contract Services Agreement with IPS Solutions Inc. through the Sourcewell for Curb Management Technologies with Related Services**

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The following table provides a detailed breakdown of the annual projected costs and revenue:

<b>NEW Inventory - Annual Projected Costs &amp; Profit</b>						
	New Inventory	Data Fees	Transaction Fees	Total Costs	Total Revenue	Net Parking Revenue
Meters Annually	144	\$11,404.80	\$2,513.00	\$13,917.80	\$89,372.16	<b>\$75,454.35</b>
Sensors Annually	144	\$6,048.00	-	\$6,048.00	\$8,043.49	<b>\$1,995.49</b>
Meters + Sensors Annually	288	\$17,452.80	\$2,513.00	\$19,965.80	\$97,415.65	<b>\$77,449.85</b>

<b>TOTAL Inventory - Annual Projected Costs &amp; Profit</b>						
	Inventory	Data Fees	Transaction Fees	Annual Costs	Total Revenue	Net Parking Revenue
Current Inventory	100	\$7,840.80	\$1,588.08	\$9,428.88	\$61,443.36	<b>\$52,014.48</b>
New Inventory	144	\$17,452.80	\$2,513.00 *estimate	\$19,965.80	\$97,415.65	<b>\$77,449.85</b>
Combined Inventory	244	\$25,293.60	\$4,101.08	\$29,394.68	\$158,859.01	<b>\$129,464.33</b>

**CONCLUSION:**

It is recommended that the City Council approve a Contract Services Agreement with IPS Solutions Inc. through Sourcewell’s cooperative purchasing program for web-based Data Management System (DMS) software and purchasing of smart meters and related equipment and services, and authorize the City Manager, or designee to execute the agreement and all related documents.

**ATTACHMENTS:**

- A. Contract No. 2283, including:
  - Exhibit “A”:Sourcewell Approved Rate Schedule
  - Exhibit “B”: IPS Group Sales Quote # IPS-2024-0628123138 dated June 28, 2024
  - Exhibit “C”: Master Cooperative Agreement
- B. Request for Proposals # 120423
- C. Meter Locations/Districts Map



2024

CONTRACT SERVICES AGREEMENT

(Contractor: IPS Group Inc.)

(Nature of Engagement: Curb Management Technologies with Related Services)

(Cooperative Purchase: Sourcewell, Solicitation No. RFP #120423)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 7<sup>th</sup> day of October, 2024 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and IPS GROUP INC. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires parking management services which includes but is not limited to the purchasing, monitoring and maintaining City owned smart parking meters; and

WHEREAS, Section 2-802 (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities; and

WHEREAS, Sourcewell procurement opportunities are open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

WHEREAS, on December 4, 2023, Sourcewell issued a Request for Proposals for Curb Management Technologies with Related Services, Solicitation Number: RFP #120423 (The full set of request for proposal documents, inclusive of all addenda, may be found on Sourcewell's internet webpage at: <https://www.sourcewell-mn.gov/cooperative-purchasing/120423-ips>) (For purposes of this Agreement the term "Sourcewell RFP" shall be a collective reference to the foregoing RFP #120423, inclusive of all addenda to the same); and

WHEREAS, on February 20, 2024, Sourcewell approved Sourcewell Resolution No. 2024\_08 awarding that certain contract entitled (“Contract”), Sourcewell, Solicitation Number, RFP #120423 dated as of January 10, 2024 (hereinafter, the “Master Cooperative Agreement”); and

WHEREAS, CITY wishes to participate in the cooperative purchase executed between Sourcewell and CONTRACTOR under the Sourcewell RFP as awarded under unit pricing and other terms set forth under the Master Cooperative Agreement; and

WHEREAS, CITY has determined CONTRACTOR possesses the skill, expertise and experience necessary to competently provide the services and equipment that are the subject of the Master Cooperative Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of October 7, 2024 under Agenda Item No. \_\_\_\_\_.

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

**SECTION 1. SCOPE OF SERVICES.**

- A. The Parties acknowledge and agree that the Recitals above are true and correct.
- B. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the various equipment and services described in the following:
  - 1. That certain schedule of unit prices and charges produced by IPS Group and entitled “Sourcewell 120423-IPS (July 2024) (hereinafter, the “Approved Rate Schedule”)(A true and correct copy of the Approved Rate Schedule is attached and incorporated hereto as **Exhibit “A”**);
  - 2. IPS Group Sales Quote # IPS-2024-0628123138 dated June 28, 2024, is attached and incorporated hereto as **Exhibit “B”**;
  - 3. The Master Cooperative Agreement as referenced in the Recitals which is attached and incorporated hereto as **Exhibit “C”**;
- C. For purposes of this Agreement, the capitalized term “Scope of Services” shall be a collective reference to the various services, software, equipment and other products to be provided by CONTRACTOR to CITY as described in the Master Cooperative Agreement and the Approved Rate Schedule, subject to the same or better unit pricing and same product and services specifications and warranties as set forth in the Master Cooperative

Agreement. For purposes of this Agreement, the capitalized term “Services” shall be a collective references to all of the various services, tasks, software, equipment and other products referenced in the documents constituting the “Scope of Services.”

- D. Subject to the provisions of the various documents referenced in paragraph (B) of this Section, CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY that are not in conflict with the Scope of Services.
- E. The provisions of paragraph (B) through (D) of this Section notwithstanding:
1. Except as otherwise provided under subparagraphs (E)(2) through (E)(5), below or elsewhere in this Agreement, in the event of any conflict or inconsistency between the provisions of Master Cooperative Agreement and the provisions of the Approved Rate Schedule, the provisions of the Approved Rate Schedule shall govern and control but only to the extent of the conflict or inconsistency and no further; and
  2. Paragraph (E)(1), above, notwithstanding, the resolution, reconciliation or harmonization of conflicts or inconsistencies as between the provisions of the Approved Rate Schedule and the provisions of the Master Cooperative Agreement shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Services (inclusive of all equipment provided and installed) be provided and/or performed at the same or better pricing as is offered under the terms of the Master Cooperative Agreement and subject to the same product and service specifications and warranties as set forth under the Master Cooperative Agreement; and
  3. Unless waived by the CITY in a writing signed by the City Manager, whenever a provision of an exhibit conflicts with, or is inconsistent with, a provision of another exhibit or a provision in this Agreement: (i) any provision imposing a higher duty or standard of care or performance by CONTRACTOR shall govern and control; (ii) any provision granting the CITY greater or broader discretion, authority or protection shall govern and control; and (iii) any provision affording CITY a greater scope or higher level of protection shall govern and control; and
  4. Any provisions of the Master Cooperative Agreement affording CITY rights, discretion, protections or limitations on liability shall be interpreted to apply equally to CITY; and
  5. All warranties provided by CONTRACTOR under the Master Cooperative Agreement shall extend to, and inure to the benefit of CITY.

- F. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be performed under this Agreement and the location where all equipment or software is to be installed; and (ii) has carefully considered how the Services should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Services is to be performed or any equipment or systems of CITY to be used or relied upon by CONTRACTOR in the performance of this Agreement and has acquainted itself with the conditions and characteristics of the same before commencing any of the Services. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.
- G. In the event CONTRACTOR ceases to perform the Services or provide equipment agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONTRACTOR shall deliver to CITY immediately and without delay, all reports and other records and data which CONTRACTOR was required to provide or make available to CITY under this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the equipment, software, 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 CONTRACTOR's cessation or abandonment.

**SECTION 2. TERM.**

- A. This Agreement shall have a term of FIVE (5) YEARS (hereinafter, the "Term") commencing as of the date the Agreement has been fully executed by all of the Parties, to wit, the "Effective Date" which shall be the first date to appear on page 1 in this Agreement, above. The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of FIVE (5) additional one-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term or any subsequent one-year extension term.
- B. Nothing in this Section, the Master Cooperative Agreement or the Approved Rate Schedshall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- C. CONTRACTOR shall perform the Services continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Services of CITY, its employees or other consultants, contractors or agents.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.

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

### **SECTION 3. PROSECUTION OF WORK.**

- A. Section 1 of this Agreement, notwithstanding, CONTRACTOR install or otherwise provide all equipment and software contemplated under this Agreement on an as-needed, as requested basis. CITY requests for the performance of specific Services including the installation of specific equipment or software 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 tasks, services, software and equipment requested;
  2. The location of where the specific tasks, services are to be performed and where the specific software and equipment is to be installed, as applicable;
  3. A not-to-exceed budget for performing and/or providing the services, tasks, software and equipment;
  4. A timeline for completing, providing and/or installing the tasks, services, software and/or equipment requested;
  5. Any other information CITY deems necessary and relevant; and
  6. The signature of the City Representative, confirming that the requested task, services, software and/or equipment has been authorized by the City Representative.
- B. CONTRACTOR shall perform no Services under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of any Services, requested by the City, under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.

### **SECTION 4. COMPENSATION.**

- A. CONTRACTOR shall perform all of the Services contemplated under this Agreement in accordance with Approved Compensation Schedule. The foregoing notwithstanding, CONTRACTOR's total compensation during any single fiscal year may not exceed the aggregate sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** (hereinafter, the "Annual Not-to-Exceed Sum") without the prior approval of the San Fernando City Council which approval shall be made in the form of a written amendment to this Agreement.

- B. Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating Services performed or provided in the recently concluded calendar month. The invoice shall itemize the tasks performed and equipment provided and/or maintained and the during the recently concluded calendar month and their corresponding unit price, rate or charge per the Approved Rate Schedule. To the extent the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the title or employee classification of 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 shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

**SECTION 5. STANDARD OF CARE.**

- A. CONTRACTOR agrees as follows:
1. In the performance of all Services under this Agreement, CONTRACTOR shall use the standard of care applicable to its field or profession or such greater standard of care as may be set forth in the Master Cooperative Agreement, if any;
  2. CONTRACTOR represents all personnel assigned to perform the Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services;
  3. CONTRACTOR shall perform and complete all of the Services in a manner that is reasonably satisfactory to CITY;
  4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
  5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance;
  6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform Services in compliance with the standard of care set forth in this Section and to timely complete the Services within the time period specified in Section 2, above; and



7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Services performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.
- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel who will perform the Services provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

**SECTION 6. REPRESENTATIVES.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, Brian Webber or his designee, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall

supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**SECTION 7. CONTRACTOR'S PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other related tasks contemplated under this Agreement.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONTRACTOR shall be solely responsible for the payment of any fees, assessments and taxes (not including any sales tax that may be applicable to the CITY), plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

**SECTION 8. CONFLICTS OF INTEREST.**

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR 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 Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer

or employee of CONTRACTOR 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 CONTRACTOR was an official, officer, employee, agent or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR 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 CONTRACTOR will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090.

- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

#### **SECTION 9. INDEPENDENT CONTRACTOR.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Services. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be

subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the Services under this Agreement. CONTRACTOR is permitted to provide similar work and services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**SECTION 10. CALIFORNIA PUBLIC RECORDS.** CITY, as a municipal governmental agency organized under the general laws of the State of California is subject to the California Public Records Act codified at Government Code Sections 7920.000 through 7930.170 which is also enshrined under Section 3(b)(1) of Article 1 of the California Constitution which creates the presumption that all records maintained by the CITY are records accessible to the general public for inspection and copying, subject to specific exemptions established by statute and judicial doctrine. If CONTRACTOR believes specific information contained in any records that come into CITY's possession pursuant to this Agreement is proprietary, CONTRACTOR shall specifically identify the information in writing and mark the page(s) containing the proprietary information with a page header or footer with the word "Confidential and Proprietary". CITY shall be under no obligation to withhold from interested members of the general public any information contained in records that has not been identified as proprietary, unless such information is subject to any statutory or judicial doctrine exemption set forth under the California Public Records Act. Unit prices, rates and charges are not proprietary.

**SECTION 11. NON-DISCRIMINATION.**

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor,

bidder for a subcontract, or participant in, recipient of, or applicant for any provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 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 Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform any of the Services under this Agreement.

#### **SECTION. 12. INDEMNIFICATION AND HOLD HARMLESS.**

- A. CONTRACTOR shall extend to CITY, as a Participating Entity, the same duty to indemnify, defend, save, and hold CITY and its agents and employees harmless as set forth under Section 11 (Indemnity and Hold Harmless) of the Master Cooperative Agreement.
- B. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- C. The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR 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.
- D. CITY does not, and shall not waive any rights that it may possess against CONTRACTOR 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.

- E. Notwithstanding anything to the contrary in the Master Cooperative Agreement, the duty to indemnify, defend and save harmless as set forth under therein, 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.

**SECTION 13. INSURANCE.** CONTRACTOR shall procure and maintain throughout the term of this Agreement all insurance coverage and coverage limits in the manner specified under Section 18 (Insurance) of the Master Cooperative Agreement, subject to the following modifications:

- A. All insurers shall be licensed and authorized to do business within the State of California.
- B. All workers' compensation and employer's liability coverage shall be at limits required under the laws of the State of California.
- C. Prior to commencing its performance under this Agreement, CONTRACTOR must furnish to CITY a certificate of insurance, as evidence of the insurance required under Section 18 (Insurance) of the Master Cooperative Agreement and prior to expiration of any such policies, renewal certificates must be mailed to the City of San Fernando, Public Works Department, 117 Macneil Street, San Fernando, CA 91340, Attn: Public Works Director. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. The failure of CITY to request certificates of insurance or the failure of CONTRACTOR to provide certificates of insurance, in no way relieves CONTRACTOR of its duties and responsibilities in this Agreement.
- D. As a Participating Entity within the meaning of the Master Cooperative Agreement, CITY and CITY's officers, agents and employees shall be listed as additional insureds under CONTRACTOR's commercial general liability insurance policy with respect to liability arising out of the activities, "operations," or "work" performed by or on behalf CONTRACTOR, and products and completed operations of CONTRACTOR. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- E. The same waiver of subrogation requirements, duties and obligations imposed upon CONTRACTOR under paragraph (D) of Section 18 (Insurance) of the Master Cooperative Agreement for the benefit of Sourcewell shall apply for the benefit of CITY.

**SECTION 14. RECORDS AND INSPECTION.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Services and enable the CITY to evaluate the performance the Services. CITY shall have full and free access to such books and records at all times during normal business hours

of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

## **SECTION 15. TERMINATION.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. Notwithstanding anything under Section 22 (Cancellation) of the Master Cooperative Agreement to the contrary, CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause.
1. The provisions of Section 17 (Performance, Default, and Remedies) of the Master Cooperative Agreement shall have no application as to any disputes between CITY and CONTRACTOR concerning (i) any alleged failure of a Party to perform, properly perform, satisfactorily perform or timely perform any duty, requirement, obligation, service or task set forth under this Agreement, inclusive of the provisions of any documents attached and incorporated into this Agreement as exhibits or otherwise incorporated by reference or any; or (ii) any alleged material misrepresentation by a Party to this Agreement.
  2. In the event either Party fails to perform, properly perform, satisfactorily perform or timely perform any duty, requirement, obligation, service or task set forth under this Agreement, an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any



- bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.
3. CONTRACTOR shall cure the following Event of Default within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement, unless the Event of Default cannot reasonably be cured within the 30-day cure period. If CONTRACTOR requires additional time to cure such Event of Default, CONTRACTOR, Prior to the expiration of the 30-day cure period, must submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

4. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
5. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default or where the suspension of services is necessary to prevent CONTRACTOR's annual charges from exceeding the not-to-exceed expenditure limits of Section 4 of this Agreement, by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
6. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
7. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR’s breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall 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.

- 8. In the event CITY is in breach of this Agreement, CONTRACTOR’s sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks plus reasonable attorneys fees. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
- 9. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**SECTION 16. NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service (e.g, FedEx, UPS, USPS Priorit Mail/Priority Mail Express etc.) during CONTRACTOR’s and CITY’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of San Fernando  
 Attn: Public Works Director  
 117 Macneil Street  
 San Fernando, CA 91340  
 Phone: (818) 898-1222

**If to CONTRACTOR:**

IPS Group Inc.  
 Attn: Brian Webber  
 7737 Kenamar Court  
 San Diego, CA 92121  
 Phone: (858) 634-2083

**SECTION 17. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY’s prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 18. ATTORNEY FEES.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**SECTION 19. ENTIRE AGREEMENT.** Notwithstanding anything in the Master Cooperative Agreement or the Approved Rate Schedule to the contrary, this Agreement and all documents attached and/or incorporated by reference under this Agreement as exhibits represent the entire agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**SECTION 20. GOVERNING LAW; JURISDICTION.** 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, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**SECTION 21. SEVERABILITY.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**SECTION 22. CAPTIONS.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**SECTION 23. EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

*Signature page to follow*

**CONTRACT SERVICES AGREEMENT**

**Curb Management Technologies with Related Services**

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**

**IPS GROUP INC.:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_



Sourcewell 120423-IPS (July 2024)

SINGLE-SPACE METERS

Product/Service	New
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag)	\$535.00
M7™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag)	\$575.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) (RENTAL per Month)	TBQ based on availability
Optional: Add BLE capability	\$65.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ
Optional: Extended Warranty (12-month period)	\$50.00
Optional: Extended Warranty (48-month period)	\$170.00

METER HOUSINGS & ACCESSORIES

Product/Service	Price per unit
IPS Zinc top over Iron Vault-M90 style (large vault, std. IPS locks, black/grey color)	\$275.00
IPS All Iron -M95 style (large vault, std. IPS locks, black/grey color)	\$275.00
High Capacity Coin Can with IPS locks (holds approx. \$65-fits M90 or M95 style housings)	\$50.00
Small Capacity Coin Can with IPS locks (holds approx. \$45)	\$35.00
Standard IPS Locks	\$25.00
Standard IPS Keys	\$15.00

Yoke Assembly (Twin Mounting Adapter) std. black color (add \$15 if new mounting hardware is required)	\$85.00
Meter Poles (Schedule 40 -2" ID -Galvanized)	\$55.00
Surface Mount Meter Pole	\$165.00
Vintage Sleeve – std. black color	\$55.00
Vintage Base- std. black color	\$65.00
Collar for Vintage Sleeve – std. black color	\$35.00
Medeco/Abloy Mechanical Lock (lock only)	\$55.00
Medeco E-Lock (lock only) (NOTE: additional Medeco e-lock accessories require separate quote)	\$195.00
Shipping and Installation (per unit) – During normal business hours. (Ex Works –to be quoted based on final scope of work.	TBQ

COLLECTION SYSTEMS & ACCESSORIES

Product/Service	Price per unit
Collection Cart Only (standard)	\$500.00
Collection Cart Only (with enhanced suspension)	\$795.00
Standard Collection Head	\$500.00
Coin Collection Canister - Steel or Aluminum	\$500.00

SPARE PARTS

M5™ parking meter Spare Part Pricing	M5™ / M7™
Single Space Electronic Meter Mechanism	\$535.00 / \$575.00
Card Entry Keypad Assy	\$65.00
Hybrid Card Reader	\$75.00
Coin Validator	\$95.00
Complete Top Cover (with Lexan insert)	\$85.00
Lexan for Top Cover	\$25.00

Coin Entry Slot	\$2.00
M5 Battery Pack (H3)	\$49.00
M5 Battery Pack (H5) (available on the 147/247 models only)	\$60.00
Solar Panel / Communications Board	\$185.00
Main Board	\$185.00
Display Board	\$119.00
Display Board with NFC	\$145.00
BLE Beacon Upgrade	\$65.00
RFID Tag	\$10.00
MK5 Batter Charger (daisy chain charging unit)	\$125.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$54.00

Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$6.60	\$9.00
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on the need	



VEHICLE DETECTION SENSORS CAPITAL AND ONGOING COSTS

Product/Service	Price per unit
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	\$3.50
Optional: Real-Time Reporting Fee	\$3.00

Sensor Spare Part Pricing	In-Dome	Pole
IPS vehicle detection sensor	\$295.00	\$295.00
Battery Replacement (per D-cell)	\$20.00	\$20.00

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

MULTI-SPACE METERS

Multi-Space	Price Per Unit
IPS MS3™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, NFC, Includes 12-month warranty)	\$6,950.00
IPS Upgrade Kit Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Solar powered, Includes 12-month warranty)	\$2,950.00
Optional: Contactless Card Reader (NFC)	Included
Optional: Add for Bill Note Acceptor (BNA) and 1 Stacker	\$1,375.00
Optional: Additional Coin Box	\$195.00
Optional: Additional BNA Stacker	\$255.00
Optional: MS1™ Extended Parts Warranty (per 12-month period)	\$295.00
Optional: MS3™ Extended Parts Warranty (per 12-month period)	\$395.00

SPARE PARTS

MS3™	Price Per Unit
Standard Card Reader Assembly	\$149.00
AC power upgrade kit	\$150.00
Coin Validator Assembly	\$99.00
Solar Panel Replacement Kit	\$895.00
Main Operating Board	\$995.00
4G wireless modem assembly	\$285.00
LCD Display only (color)	\$1,100.00
Armored Display Glass	\$135.00
Thermal Printer	\$875.00
6-key Horizontal Keypad	\$85.00
Pay-by-Space Keypad Assembly	\$195.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$275.00
Coin Shutter	\$195.00

Contactless Payment Reader (NFC)	\$795.00
Battery 72Ah (rechargeable)	\$485.00
Additional Large Coin Canister	\$195.00
Additional Small Coin Canister	\$105.00
Standard Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$32.00
Sticky Back Paper Rolls approx. 2400 2.75" tickets (.004" thick)	\$35.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,375.00
Additional 600 note stacker cartridge*	\$255.00

Multi-Space Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$55.00	\$25.00 / \$55.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13 / \$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on need	

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

MOBILE PAYMENTS

PARK SMARTER™ & TEXT-TO-PAY™ MOBILE PAYMENT SOLUTIONS

Product/Service	Price per unit
Mobile payment decals for SSPM	\$4.50
Mobile payment decals for MSM	\$14.95
Decal Shipping	TBQ
On-site Setup and Installation	See below
Additional signage or scope of work to be quoted upon request	TBQ

**On-site setup:** IPS shall provide the client with instructions on how to set up / install decals in support of the PARK SMARTER™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

Per Transaction Fees	Fees
Secure Credit Card Gateway / Convenience Fee (per transaction)*	\$0.35
Optional: Pushing Time to Meter	\$0.10
Optional: Merchant Processing Fees (per transaction)	TBQ

**\*Per transaction fees:** IPS shall charge a user convenience fee described above, which shall be deposited with the client and invoiced monthly. Alternatively, IPS can quote a combination of fees plus merchant fees that can be paid directly from the merchant account.

**Preferred Card Processing Rates:** Using our own payment provider IPS can provide preferred pricing for small-ticket mobile payment merchant processing. Quotes for this service are available upon request.

**REPLACEMENT PARTS & REPAIR SERVICES:**

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework, and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

Product/Service	Price per unit
Single Space M5™ Non-Warranty repair work (includes parts/labor)	\$115.00 + shipping
Single Space M7™ Non-Warranty repair work (includes parts/labor)	\$125.00 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental, and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	\$1,125/day + parts
Full-Time IPS Technician	TBQ based on scope of services
Shipping costs for any of the above shall be added to the final invoice	

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

**CURBSIDE RESERVATION SYSTEM**

Flat Fee Option	Price per unit
One-Time Setup	\$5,000.00
Meter Reservation* <i>(per space per day)</i>	\$1.00
Credit Card Gateway Fee <i>(incurred by end-user)</i>	\$3.50
Integrations	TBQ

*\*If annual volume and average permit length is known and can be provided; if no data is available, per Meter Reservation (per space per day) is \$2.00.*

**CURB DATA COLLECTION SERVICES**

Product/Service	Initial Cost	Example Only
Curbspace Inventory: standardized inventory of space, assets, signage, and other TBD attributes	To be quoted based on the specific needs of each client given the highly diverse needs	2,000 space on-street meter program: \$115,000

**DATA AGGREGATION AND ANALYTICS PLATFORM**

Product/Service	Initial Cost	On-Going Cost
API Setup & Configuration	\$7,500.00	N/A
IPS Data Aggregation tool will consume all city's parking related data, including meter, mobile, enforcement, permitting for both on- and off-street in one centralized parking hub.  Data generated will include revenue, projected revenue, occupancy, year-over-year data related to revenue and occupancy, what-if scenarios.	N/A	\$3.00 per space per month  Minimum of \$6,000 per month  Maximum of \$50,000 per month
System Customizations (subject to scoping with the customer)	\$200 per hour	\$200 per hour

## ENFORCEMENT/PERMITTING SYSTEMS

The IPS Mobile Enforcement Application is available on both Android and iOS operating systems. IPS can also utilize existing Android and/or iOS devices or supply new ones as presented below.

### HANDHELD DEVICE AND HARDWARE

2-Piece Lease Package Option	Platinum
2-piece Android or iOS Smart Device with 3" Bluetooth Printer	X
Mobile Enforcement Application	X
Remote Management Suite	X
Comprehensive Phone Support	X
General Maintenance	X
Mobile Data Plan	X
Installation and Training	X
Ruggedized Case	X
Warranty	36 months
Lease Pricing (per device/month)	\$260.00

1-Piece Handheld Purchase Option	Unit Price
XF 1-Piece Integrated Handheld with Printer <i>*Includes battery, hand strap, and docking station.</i> <i>*Android device and data plan are not included. Customer must provide a Samsung Galaxy Note20 or a Samsung S22 Ultra.</i>	\$2,250.00
Spare Battery	\$165.00
Carrying Case	\$50.00
Shoulder Strap	\$35.00
Optional: Barcode Scanner	\$575.00
Optional: 3-Year Warranty	\$550.00

2-Piece Handheld Purchase Option	Unit Price
Samsung Smart Device with ruggedized case and charger	\$1,495.00

iPhone with ruggedized case and charger	\$1,495.00
3" Bluetooth Printer with charger and belt clip	\$995.00
Optional: 3-Year Handheld Warranty	\$300.00
Optional: 3-Year Printer Warranty	\$300.00

\*The model of the smart device and/or printer will be provided at time of ordering and is subject to change based on availability.

\*All smart phone purchases require the purchase of a mobile data plan from IPS.

Citation Paper	Units	Unit Price
Citation Paper Template Setup (One-time fee)	Per template/color	\$75.00
Mobile Citation Paper	Per roll	To Be Quoted

Point-of-Sale Cashiering Hardware	Unit Price
Zebra EVM Barcode Scanner	\$849.95
Vasario APG Cash Drawer	\$349.00
Epson Multifunction Receipt Printer	\$1,525.00
Stripe Credit Card Terminal	\$365.00

Citation paper roll pricing is subject to final volume, approval of artwork design, and layout. All hardware and paper pricing is valid for 30 days and is subject to change based on availability. Pricing does not include any applicable shipping or sales tax.



**ENFORCEMENT MANAGEMENT SYSTEM AND CITATION PROCESSING SERVICES**

Enforcement Management System	Units	Unit Price
One Time Setup & Configuration	Per Unit	\$5,000 - \$10,000
Extended Project Management <i>*Free for the first 90 days, then charged monthly until implementation is live.</i>	Per Month	\$5,000.00
Data Conversion from Existing Citation Management System	One-Time	\$2,500.00
Third Party Integration One-Time Setup	Per Integration	\$1,500.00
Enforcement Management System Ongoing Fee	Per citation	\$1.50 per citation or \$1,750.00 per month, whichever is greater
Handheld Device Mobile Data Plan (Voice/Text not included)	Per unit/Per month	\$55.00
Handheld Device License & Support	Per unit/Per month	\$55.00
Manual Citation Entry Fee	Per unit	\$1.50
Registered Owner Acquisition*	Per unit	\$1.25
Delinquent Notice Processing & Mailing (Includes postage)	Per unit	\$1.25
Certified Letters	Per unit	\$12.50
Additional Letters and Correspondence (Includes postage)	Per letter	\$1.25
Third Party Integration Ongoing Maintenance & Support	Per integration/month	\$75.00
Online & IVR Secure Credit Card Gateway Fee <i>*Can be charged to the public</i> <i>*Assumes the use of the client merchant account</i>	Per citation	\$3.50
<b>Optional:</b> IPS Merchant Hosting Fee <i>*Can be charged to the public</i>	Per transaction	\$3.50 + Interchange Fees
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00

Remote training and installation	Per unit	INCLUDED
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*\*Registered owner acquisition fees subject to change based on local DMV rates and access to Nlets data (ORI required).*

**IVR & LOCKBOX SERVICES**

Enforcement Management System	Units	Unit Price
IVR Setup & Configuration	One-Time	\$1,500.00
IVR Ongoing Maintenance & Support	Per month	\$250.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
Lockbox Setup & Configuration	One-Time	\$750.00
Lockbox Operations	Per month	\$95.00
Lockbox Mail-in Payments	Per unit	\$1.50

**DELINQUENT COLLECTION SERVICES**

Collections	Units	Unit Price
Advanced/Delinquent Collections	% of amount collected	35% of amount collected

**PUBLIC CUSTOMER 24 HOUR CALL CENTER**

Call Center Services	Units	Unit Price
Cost Per Minute	Per minute	\$1.10

**PERMIT MANAGEMENT SYSTEM**

Item	Units	Unit Price
Setup & Configuration	One-time	\$5,000 - \$10,000
Extended Project Management <i>*Free for the first 90 days, then charged monthly until implementation is live.</i>	Per Month	\$5,000.00
Permit Management System Ongoing Cost	Per Permit	\$2.00
Permit Fulfillment	Per unit	\$3.00
Physical Permit Stock (Hangtags/Stickers)	Per unit	TBQ
Additional Letters and Correspondence (Includes postage)	Per Letter	\$1.25
Third Party Integration Setup	One-time	\$1,500.00
Third Party Integration Ongoing Maintenance & Support	Per integration/month	\$75.00
Online Secure Credit Card Gateway Fee <i>*Can be charged to the public</i> <i>*Assumes the use of the client merchant account</i>	Per permit	\$3.50
<b>Optional:</b> IPS Merchant Hosting Fee <i>*Can be charged to the public</i>	Per transaction	\$3.50 + Interchange Fees

**ADDITIONAL SCOPE AND ALTERNATIVE PRICING MODELS**

Item	Units	Unit Price
All-Inclusive or Per Ticket Pricing Options for Enforcement and Permitting Solutions *	Per unit	TBQ
Customizations and development outside original scope of work	Per hour	\$200.00

*\*Quote to be provided based on number of tickets/permits issued, handhelds required, and other client information.*



ATTACHMENT "D"  
**IPS Sales Quote**



7737 Kenamar Court,  
San Diego, CA 92121

Date	Quote #	Customer	Sub-Contractor
06/28/2024	IPS-2024-0628123138	San Fernando, CA (527)	None

Bill To
City of San Fernanado Public Works 120 Macneil Street San Fernando, CA 91340

Ship To
City of San Fernanado Public Works 120 Macneil Street San Fernando, CA 91340

Rep	ACV	Terms	FOB	Contract	P.O#
JH	New	Net 30	San Diego		

Item	Description	Qty	Price	Total
395-504-SABM	MK5 Model 895 SSPM Meter Mechanism w/Stereoscopic w/NFC2 w/BLE w/Modem	91	\$835.00	\$75,985.00
101-033-B	IPS meter yoke assembly (Black)	25	\$85.00	\$2,125.00
101-009	Pole Mount Kit 2 3/8 inch ID	25	\$15.00	\$375.00
Installation	On-site Services (1 Technician(s) - 1 Days)	1	\$1,125.00	\$1,125.00
N/A	Coin Type : CREDIT CARDS ONLY	1	\$00.00	\$00.00
N/A	Coin Slots : Dollar	1	\$00.00	\$00.00
N/A	Card Decals : VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER	1	\$00.00	\$00.00



# IPS Sales Quote



7737 Kenamar Court,  
San Diego, CA 92121

Date	Quote #	Customer	Sub-Contractor
06/28/2024	IPS-2024-0628123138	San Fernando, CA (527)	None

Bill To
City of San Fernanado Public Works 120 Macneil Street San Fernando, CA 91340

Ship To
City of San Fernanado Public Works 120 Macneil Street San Fernando, CA 91340

Rep	ACV	Terms	FOB	Contract	P.O.#
JH	New	Net 30	San Diego		

Item	Description	Qty	Price	Total
Notes-Freight	+ FREIGHT CHARGES (SHIPPING_FREIGHT_ECONOMY)	1	\$1,170.27	\$1,170.27

CC Fees/Transaction	Monthly DMS Fees
\$0.1300	\$6.2500

<b>Subtotal</b>	\$80,780.27
<b>Tax Exempted (0.00%)</b>	\$0.00
<b>Grand Total</b>	\$80,780.27

**Order Remarks:**

**TERMS AND CONDITIONS:**

- Quote is stated in USD. Shipping and sales tax charges may apply.
- Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
- A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
- This quote expires 90 days after the date it was issued.
- Unless IPS has a formal contract or agreement in place, then the following default terms and conditions will apply: <https://ipsgroupinc.com/terms-conditions/>
- if you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com



**Solicitation Number: RFP #120423**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IPS Group, Inc., 7737 Kenamar Court, San Diego, CA 92121 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Curb Management Technologies with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell’s cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires January 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;



- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Neither party shall be responsible for consequential or indirect losses or damages, including loss of profits or revenue.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.



The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

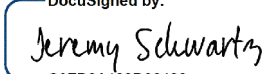
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

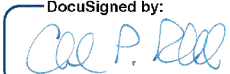
**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

IPS Group, Inc.

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 1/10/2024 | 12:19 PM CST  
\_\_\_\_\_

DocuSigned by:  
  
3D68AC63A184471...  
By: \_\_\_\_\_  
Chad Randall  
Title: CEO  
Date: 1/10/2024 | 11:37 AM CST  
\_\_\_\_\_



# RFP 120423 - Curb Management Technologies with Related Services

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## Vendor Details

Company Name: IPS Group, Inc.  
Address: 7737 Kenamar Court  
San Diego, CA 92122  
Contact: Carole Lombard  
Email: carole.lombard@ipsgroupinc.com  
Phone: 858-997-2491  
Fax: 858-403-3352  
HST#: 23-302-8164

## Submission Details

Created On: Tuesday November 07, 2023 15:12:09  
Submitted On: Monday December 04, 2023 16:16:21  
Submitted By: Carole Lombard  
Email: carole.lombard@ipsgroupinc.com  
Transaction #: ed59c983-20ab-4aa5-b5c7-d4075cdfde2f  
Submitter's IP Address: 76.81.231.226

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	IPS Group, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A – IPS does not have any subsidiaries.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A – IPS does not do business under a DBA name.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: Z6VKJU8RGT43 Cage: 6QCA1
5	Proposer Physical Address:	7737 Kenamar Court, San Diego, CA 92121
6	Proposer website address (or addresses):	<a href="https://www.ipsgroupinc.com/">https://www.ipsgroupinc.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Randall, CEO, 7737 Kenamar Court, San Diego, CA 92121, chad.randall@ipsgroupinc.com, 877-630-6638
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Carole Lombard, Proposal Manager, 7737 Kenamar Court, San Diego, CA 92121, carole.lombard@ipsgroupinc.com, 858-997-2491
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Chiodo, Senior Vice President National Sales, 7737 Kenamar Court, San Diego, CA 92121, mike.chiodo@ipsgroup.com, 877-630-6638  Tyler Cain, Director of Business Development, 7737 Kenamar Court, San Diego, CA 92121, tyler.cain@ipsgroup.com, 877-630-6638

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>For more than two decades, IPS has been committed to the design, engineering, and manufacturing of intelligent parking technologies that shape the industry such as payment processing systems, SaaS management software, and low-power wireless telecommunications.</p> <p>Based in San Diego, CA, IPS is the proud inventor of the credit card-enabled single-space parking meter and has more wireless parking devices deployed across the US than our competitors combined. To date, IPS has sold more than 300,000+ wireless devices in over 400+ communities worldwide. IPS drives the Smart Communities evolution as an innovator and trusted provider of Smart Parking technology.</p> <p>IPS offers the industry's only Fully Integrated Parking Management Suite. Several IPS customers have already subscribed to the complete product suite for the ease of community-wide parking data integration and access to all parking applications via one cloud-based platform. The Suite of Smart Parking products includes:</p> <ul style="list-style-type: none"> <li>• M5™ Single-Space Smart Parking Meters</li> <li>• Vehicle Detection Sensors</li> <li>• MS1™ Multi-Space Pay Station</li> <li>• MS3™ Multi-Space Pay Station</li> <li>• NFC Contactless Upgrade</li> <li>• Enforcement Management System (EMS)</li> <li>• Permit Management System</li> <li>• PARK SMARTER™ app</li> <li>• Curbside Reservation System</li> <li>• Parking Management System Aggregator</li> </ul> <p>A truly integrated solution allows cities, communities, and universities of any size to manage their entire parking network from anywhere, anytime, with single sign-on (SSO) access to all applications and consolidated parking data in one place. While the IPS Parking Management Suite offers all of the interrelated parking applications a community may need, it can also seamlessly integrate with any third-party service via API.</p> <p>IPS handles all design, final assembly, and ongoing support from our San Diego offices, where we employ 185 full-time employees. By manufacturing in the US, we are able to provide outstanding quality, reduce environmental impact, and meet quick delivery turnaround requirements.</p> <p>IPS actively participates in industry events to learn from the community and to stay ahead of the curve. Our customers are our partners in innovation, helping us to create and improve our products to better serve the industry.</p> <p>Today, thanks to that community feedback, we are at the industry forefront. On the following page is a timeline that demonstrates IPS Group's consistent innovative progress. We strive to be proactive, and focus on developments that are in high demand, and proven to create efficiencies and value. We have our close customer relationships to thank – their experiences, feedback, and suggestions for enhancements help shape our roadmap.</p> <p>Neither party shall be responsible for consequential or indirect losses or damages including loss of profits or revenue.</p>
11	What are your company's expectations in the event of an award?	<p>IPS has worked with a number of cooperative purchasing agencies for many years and would be excited to be part of the Sourcewell cooperative program. As such we have experience with marketing cooperative contracts such as Sourcewell and are confident in our ability to promote this agreement. We would welcome the opportunity to partner with Sourcewell on joint marketing or sales activities both regionally and nationwide.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer to Section "Financial Strength and Stability" for our financial statements, uploaded into the portal, which are provided in a CONFIDENTIAL format and are not for public disclosure. This represents the last 2 years, 2021-2022 audited financial statements.</p>
13	What is your US market share for the solutions that you are proposing?	<p>The IPS market share estimate for the US Market would be greater than 75% for all smart single-space meter products and between 10-20% for the pay-station products. Enforcement and Permitting products would be less than 10%. IPS serves the Municipal Government and Universities.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>The IPS market share estimate for the Canadian Market would be less than 10% for all products offered within Municipal Government.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, IPS has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	IPS is a manufacturer and service provider that has a direct sales and service force to deliver its products and services. These individuals are employees of IPS Group, Inc. In total IPS has more than 200 employees that are dedicated to provide the best product and services to our clients.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	IPS can deliver accurate integrations with third-party application programming interfaces (APIs), no matter the vendor, in record time. No licenses or certifications are required.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – IPS has not been Suspended or Debarred in the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	IPS has been recognized with numerous awards over the years and owns 170+ patents. IPS is actively involved in a number of regional and national parking associations including International Parking & Mobility Institute (IPMI), National Parking Association. (NPA), and Canadian Parking Association (CPA). In total we participate in over 50 events in North America. Please refer to our RFP response that has been uploaded in Section "Upload Additional Documents".	*
20	What percentage of your sales are to the governmental sector in the past three years	Governmental Sales including State/Local Governments has been approximately 90%.	*
21	What percentage of your sales are to the education sector in the past three years	Education Sales including State/Private Higher Ed and Universities has been approximately 10%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	IPS Group is listed with the following cooperative agreements – the annual sales volume is considered confidential by IPS and would be a conflict with the agreements that we have with such organizations. In no order: COSTARS (State of PA), NJ COOP, CMAS (California), MAPC (State of MA), and OMNI (NCPA - National Agreement).	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	IPS does not have any GSA contracts in the last three years.	*

**Table 4: References/Testimonials**

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Ken Husting, Principal Transportation Engineer	213.473.8276	*
Seattle Department of Transportation, WA	Mike Estey, Manager of Curbside Management SDOT	206.684.8132	*
City of San Diego, CA	Jonathan Carey, Parking Program Manager	619.533.3610	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Boston	Government	Massachusetts - MA	M5™ Single-Space Parking Meters	M5 - 5,842 meters	\$4,567,082
Baltimore Parking Authority	Government	Maryland - MD	M5™ Single-Space Parking Meters MS1™ Multi-Space Parking Meters	M5 - 2,194 meters MS1 - 390 meters	\$165,811
Cincinnati	Government	Ohio - OH	Fully Integrated Solution: M5™ Single-Space Parking Meters MS1™ Multi-Space Parking Meters MS3™ Multi-Space Parking Meters Enforcement Management System Permit Management System Mobile Enforcement Devices Mobile Pay Providers	M5 - 1,982 meters MS1 - 118 meters MS3 - 9 meters	\$3,484,893
Los Angeles	Government	California - CA	M5™ Single-Space Parking Meters M7™ Single-Space Parking Meters Vehicle Detection Sensors MS1™ Multi-Space Parking Meters PARK SMARTER™	M5 - 34,000 meters M7 - 228 6,000-meter sensors MS1 - 90 meters Over 1,000 PARK SMARTER meter enabled spaces	\$18,290,677
Seattle	Government	Washington - WA	MS1™ Multi-Space Parking Meters MS3™ Multi-Space Parking Meters Multi-Space Upgrade Kits * Seattle is one of the largest pay-by-plate deployments in the U.S.	MS1 - 1,000 meters (plus converted 1,500 pay-by-plate meters) MS3 - 1 560 meters upgrade kits	\$4,123,140

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	IPS Group's sales network consists of 17 full-time directly employed positions strategically located across the United States and Canada. The sales team is fully trained on all IPS products and smart parking management solutions. The sales team works in conjunction with the customer service division to ensure customer satisfaction at all levels. If awarded IPS would use its sales team to promote the Sourcewell agreement.
27	Dealer network or other distribution methods.	IPS is an OEM and sells direct.

28	Service force.	<p>IPS directly employs geographically positioned project managers, implementation managers, product support technicians, and engineering support specialists to reinforce our commitment to customer satisfaction. These activities commence with product installation and remain throughout the relationship IPS enjoys with each customer. IPS customer support employs 20+ customer service and field staff nationwide.</p> <p>IPS has specifically defined best practices for implementation based upon our many years of experience over the past 20 years. Sourcewell customers can readily rely upon our expertise related to product implementation and customer support. In addition, IPS provides training resources both remote and onsite to ensure our customers are fully informed in terms of the capabilities for all IPS products and services. The IPS Data Management System (DMS) also offers numerous training videos to provide ongoing support to our clients.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are directly through IPS Group, Inc. IPS staff will build each custom order for Sourcewell participating entities to ensure accuracy. Each order is then routed to IPS manufacturing based in the USA. IPS understands that clients may have different purchasing and/or ordering requirements and IPS is highly experienced in managing through cooperative purchasing agreements. Our experience also ensures accurate pricing and fulfillment.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p><b>Service and Support</b></p> <p>The IPS Customer Success Organization operates cross-functionally with several IPS teams before, during, and after deployment to deliver the best possible outcomes:</p> <ul style="list-style-type: none"> <li>• Sales</li> <li>• Customer/Technical Support</li> <li>• Project Management</li> <li>• Marketing</li> <li>• Engineering</li> <li>• and others...</li> </ul> <p>In the following pages, we describe our ongoing day-to-day customer support. Training and marketing descriptions are included in Tables 7 Marketing Plan and Table 8 Value Added Attributes. All these functions are driven by customer success and are subject to fine-tuning at the start of the project based on the Agency's specific needs.</p> <p><b>Customer Success Journey</b></p> <p><b>Implementation – Program Planning</b></p> <ul style="list-style-type: none"> <li>• Onsite installation and training</li> <li>• The City + IPS define “success based on City's short and long term goals, map implementation and performance milestone to an agreed-upon timeline.</li> <li>• IPS provides consultation on a strategic plan for your long-term success in revenue gains, staff independence and comfort with technology, and maintaining public acceptance of paid parking program</li> <li>• The City is introduced to its dedicated team and their respective roles</li> </ul> <p><b>Implementation – Onboarding &amp; Education</b></p> <ul style="list-style-type: none"> <li>• Project team delivers tailored, in-depth training based off proven curriculum.</li> <li>• Training is provided as needed for new staff post deployment.</li> <li>• Train-the-trainer approach is used to teach staff to teach colleagues; however, IPS offers the option for our trainers to teach your new staff members as they come on board.</li> <li>• Staff introduced to all the self-help resources available in the DMS, including how-to videos, instruction manuals, and more.</li> <li>• Customer Success and Marketing teams work with City to launch any City Marketing tactics.</li> </ul> <p><b>Ongoing Customer Success</b></p> <ul style="list-style-type: none"> <li>• Post installation, City + IPS Customer Success meets via conference call to discuss the installation and ensure all project criteria has been met.</li> <li>• City + IPS Customer Success establish periodic business reviews to gauge program health and performance.</li> <li>• Customer Success consults on appropriate adjustments to guide the future direction and momentum towards goal achievement.</li> <li>• Customer Success maintains open communication across sales, support, marketing and engineering to ensure quick issue resolution and continual progress.</li> </ul> <p><b>Customer Success Day-to-Day Technical Support</b></p> <p>For nearly two decades, IPS has built a reputation as an industry leader due to its Fully Integrated Parking Management Suite, which is backed by a professional support team that provides fast, efficient service. We know our customers' ultimate goal is to have an optimized Smart Parking program, and we aim to help them achieve this by establishing a lasting relationship built on a foundation of trust, outstanding quality, and integrity.</p> <p>No other supplier in the industry knows parking like we do. Our service team of</p>

		<p>professional, dependable, and courteous experts is committed to the ongoing support of your parking operations, whenever you need it, for any reason, to ensure you achieve the best results possible and that we deliver what we promise.</p> <p>IPS clearly understands the importance of ongoing support and we encourage an Agency to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to an Agency. Your designated Customer Success Team includes a Customer Support Manager who understands all the intricacies of your project.</p> <p>We promise to listen to any challenge to find a solution.</p> <p><b>24/7 TELEPHONE HELP DESK &amp; ONGOING SUPPORT</b>                  Knowledgeable, friendly service is just a phone call away. IPS offers customer service resources with in-depth system knowledge around the clock to ensure you get what you need, fast. Our team of experts is available via a telephone-based help desk during normal business hours from 8 a.m. to 5 p.m. PST, Monday through Friday. We also offer after-hours/emergency technical support to maintain constant coverage. Upon entering a contract, IPS will provide contact information for all IPS senior staff. IPS customer service can be reached toll-free at (858) 568-7648, or at customersupport@ipsgroupinc.com for non-emergencies.</p> <p><b>ONLINE SUPPORT AND RMA PROCESS</b>                  Get online assistance and RMA management from one easy-to-use portal. IPS offers one easy-to-use portal, the next-generation Data Management System (DMS), from which Agencies can submit and track help tickets. (<a href="https://sso.ipsmetersystems.com">https://sso.ipsmetersystems.com</a>)</p> <p>In the rare event that the meter cannot be repaired by your technician, the equipment will need to be returned to our RMA Department, and updates can be monitored online, at any time.</p> <p><b>USER MANUALS AND TRAINING MATERIALS</b>                  Self-help support resources are right at your fingertips. Our products have been developed so that an easy immediate fix may be available without the help of additional IPS personnel support. The next-generation DMS provides Cities with all the self-help resources to get the job done. Online help tools include product manuals, FAQs, "how-to" training videos, and more. These tools can be conveniently accessed 24/7 online for authorized users. Any common web browser is the only tool required to access the DMS.</p> <p><b>TECHNICAL SUPPORT</b>                  Designated technical resources are ready to help you. As both the designer and manufacturer of its smart parking technology, IPS is prepared to designate your Agency with technical resources including a team of hardware/software engineers, database administrators, and web/data-integration engineers for additional support.</p> <p><b>DATA SECURITY MANAGEMENT</b>                  Your data is protected. IPS is PCI-DSS Level 1 certified as a payment services provider. IPS offers ongoing data security management and backup systems support of the DMS in case of a critical failure.</p> <p><b>PERSONALIZED FOLLOW-UP MEETINGS</b>                  Ensure all project criteria are met and exceed expectations. Once the installation is complete, a conference call between the Agency, the designated CSM, and the Director of Sales is held to discuss the wrap-up of the installation and ensure all project criteria have been met. Check-in meetings can be held periodically to discuss progress or additional concerns as needed</p> <p>Please refer to our RFP response that has been uploaded in Section "Upload Additional Documents".</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	IPS is uniquely positioned to respond to all product and service requests as requested under the terms and conditions stipulated by Sourcwell within the United States. IPS has resources across the United States that stand ready to assist Sourcwell clients.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	IPS is uniquely positioned to respond to all product and service requests as requested under the terms and conditions stipulated by Sourcwell in Canada.



33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	IPS is not restricted by any geographical boundaries.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	IPS will provide products and services to all participating members of Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No contractual restrictions exist. Additional shipping or support costs may apply in Hawaii and Alaska and will be provided upon request.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	IPS has an in-house marketing and public relations team and a direct sales force that can support Sourcewell public outreach for the term of the contract by generating press releases, holding press conferences, creating a website and marketing collateral to advise the public on the benefits of IPS products and how to use them, and more. Please refer to the upload in "Marketing Plan/Samples".	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our Marketing department has an established approach with many years of experience. Our team will be eager to work with Cities and other Agencies to customize a program tailored to their needs. We offer a standard to a full-agency experience choosing from three (3) tiered packages. Our Premium Package offers social media messaging and tactics to utilize current networks and followers on their Facebook and Twitter accounts to provide targeted audiences key project information.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	IPS anticipates that Sourcewell will expose IPS products and solutions to their diverse membership base. The traditional procurement process has proven to be an obstacle in many sectors. Sourcewell members have sought relief from this process, which as custodian of public dollars allows members to evaluate various products and solutions more efficiently and objectively. If fortunate to be selected, the sales team of IPS would actively promote the value of Sourcewell membership to potential and existing customers. It is to our mutual benefit that all eligible entities be made aware of alternative procurement services.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	IPS products and services are not available via online e-procurement website. IPS sales staff will generate quotes to each potential client based on their specific requests.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *					
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>IPS will provide a comprehensive training program that delivers as much training (both on-site and web-based) as needed by your staff, including the option for additional and customized sessions before, during, and after pay-by-cell app deployment. Please note: IPS will comply with all state and local health and safety guidelines in place at the time for any in-person training required.</p> <p>Manuals are provided for reference material. As new features are deployed, additional training sessions can be established at mutually agreeable times to provide updates and refresher training. Please refer to Section "Upload Additional Document" for our Training Programs.</p> <p>The tables on the following pages include a description of our standard training curriculum. A complete training schedule with an agenda and training milestones will be constructed and approved by an Agency if awarded.</p> <p>TRAINING SUBJECT: METER MAINTENANCE</p> <table border="0"> <tr> <td>Element</td> <td>Description</td> </tr> <tr> <td>Subject Matter</td> <td>To introduce maintenance and operations staff with basic meter use and operating features, including primary construction &amp; disassembly, meter installation &amp;</td> </tr> </table>	Element	Description	Subject Matter	To introduce maintenance and operations staff with basic meter use and operating features, including primary construction & disassembly, meter installation &	
Element	Description						
Subject Matter	To introduce maintenance and operations staff with basic meter use and operating features, including primary construction & disassembly, meter installation &						

removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first-line troubleshooting, and basic repair. Session also includes FAQs and Q&A sessions.

Primary Audience All maintenance and operations staff  
 Training Hours per Student 1-2 hours per session  
 Students Eligible to Train 5-10 per session, no limit to number of total students  
 Proposed Schedule Prior to and during installation  
 Location of Training Agency meter shop or location TBD  
 Training Provided By IPS Group Customer Support Manager/Local Field Service Technician

TRAINING SUBJECT: DATA MANAGEMENT SYSTEM USAGE

Element Description  
 Subject Matter Provide a thorough review of all financial, technical, administrative reporting capabilities, specific to each functional user group, in addition to more advanced training for system administrators who will use multiple reporting areas, as well as meter configurations.  
 Primary Audience Operations Supervisors/Managers, Adjudication Staff, Project Managers, System Administrators  
 Training Hours per Student 1-2 hours per session  
 Students Eligible to Train 5-10 per session, no limit to number of total students  
 Proposed Schedule One week or more prior to installation and one week after installation  
 Location of Training Location TBD  
 Training Provided By Local Field Service Technician

TRAINING SUBJECT: FINANCE/ACCOUNTING/AUDIT/ADJUDICATION

Element Description  
 Subject Matter To provide an overview of IPS meter management system reporting capabilities covering all financial reports, credit card settlement, coin reconciliation, and transaction details.  
 Primary Audience Operations Supervisors/Managers, Administration, Data Analysts, Finance & Accounting Managers  
 Training Hours per Student 1-2 hours per session  
 Students Eligible to Train 8-10 per session, no limit to number of total students  
 Proposed Schedule One week or more prior to installation and one week after installation  
 Location of Training Location TBD  
 Training Provided By IPS Group Customer Support and Local Field Service Technician

TRAINING SUBJECT: PERMIT MANAGEMENT

Element Description  
 Subject Matter To introduce the staff to the use of the permit management system. Training includes how to register and purchase a permit on a public portal, back-office approvals, other options, and permit reports.  
 Primary Audience Staff responsible for managing permits  
 Training Hours per Employee 1-2 hours per session  
 Employees Eligible to Train No limit to the number of total Employees  
 Proposed Schedule Prior to and during the installation  
 Location of Training Webinar  
 Training Provided By IPS Group Support Specialist

TRAINING SUBJECT: PARK SMARTER™

Element Description  
 Subject Matter PARK SMARTER™ is incredibly easy to learn; therefore, complete training should only take one hour. Topics covered include:  
 Creating an account  
 Single sign-on (SSO)  
 Transactions  
 Administration  
 Primary Audience Operations Staff  
 Training Hours Per Student 1 hour, unless additional training is needed, unlimited remote sessions for refresher training  
 Students Eligible to Train No maximum  
 Proposed Schedule Prior to and during installation, based on PABC's convenience  
 Location of Training Remote - can be accomplished via webinar  
 Trainer IPS Customer Support

41 Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.

IPS meters and sensors act as assets to an Agency in the improved management of vehicle parking. Real-time sensor data and paid parking in the form of meters/pay stations, reduce vehicles circling blocks in search of parking and aim to provide available spaces on a per-block basis. Additionally, the reduction in vehicles driving and circling in search of available parking reduces emissions. Furthermore, paid parking is a form of parking management and often has a trickle-down effect, helping to further promote the use of public transportation rather than electing to drive and pay for parking.



42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	IPS meters and sensors provide real-time occupancy which allows an Agency to measure parking demand and determine if rate changes are needed on a block-by-block or area-by-area basis. Additionally, cities have also utilized IPS meter and pay station transactional data to measure occupancy over time and make rate and parking policy adjustments to better manage parking supply and demand in an Agency. Additionally, our Data Management System (DMS) offers unique capabilities that provide integration to third-party data sources, data analytics, trend analysis, and a variety of other reporting capabilities to enable dynamic pricing, curbspace turnover, and operational efficiency.
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	IPS can perform projects related to the USDOT Smart Grant Program.
44	Describe any technological advances that your proposed products or services offer.	<p>Inspired by the Smart Parking Meter breakthrough, every day at IPS we innovate at a pace no competitor can match. We currently have over 160 patents in our portfolio, with more than 300,000 meters sold in over 300 cities worldwide and a rapidly growing roster of parking and enforcement clients.</p> <p>IPS is as committed to stability and return on investment as we are to innovation. As a testament to this, over a decade later many of our early Smart Meters are still in continuous operation.</p> <p>Our experience has taught us that marketplace innovation depends on both creativity and responsiveness. Listening to our customers, we realized the industry was craving an end-to-end solution. In 2015, we expanded our offerings to include an Enforcement and Permitting System, built from the ground up to be an integral part of our parking portfolio. To help parking departments achieve excellent customer service, we offer the industry's only Live Chat capabilities for enforcement and permitting inquiries.</p> <p>IPS actively participates in industry events to learn from the community and to stay ahead of the curve. Our customers are our partners in innovation. Thanks to their feedback, we are at the industry forefront. IPS is the only provider to offer a true, fully integrated Smart Parking Platform that covers the entire parking ecosystem from single-space, multi-space, vehicle sensors, mobile payments, enforcement, and permitting software, to a fully integrated web-based management and data analytics system.</p> <p>TECHNOLOGICAL ADVANCES</p> <p>HONDA MOTOR COMPANY                  In-Vehicle Payment: IPS, in collaboration with Honda and Visa, introduces a revolutionary breakthrough in parking – an end-to-end in-vehicle mobile payment parking solution that eliminates the hassle of digging for change or leaving the vehicle to feed the meter. Drivers will experience the simplicity and convenience of paying for parking from the safety and comfort of their vehicles. With full control at their fingertips, drivers complete the entire process using the in-vehicle dashboard.</p> <p>QUALCOMM Technologies, Inc.                  The smart city solutions of Qualcomm Technologies, Inc. are designed to support intelligent network connectivity and edge processing solutions in cities across the globe. Qualcomm Technologies' full suite of wide-and local area connectivity processing technologies include Bluetooth, Wi-Fi, 3G, 4G LTE, and small cells, and these solutions are designed to help bring efficiency, safety, and innovation to fast-growing urban environments. By addressing challenges within city infrastructure, energy, transportation, and buildings, Qualcomm Technologies, working together with other companies in the smart city ecosystem, is helping to develop sustainable solutions that minimize the total cost of ownership and position cities with an eye to the future. IPS Group is a strategic Smart City partner of QUALCOMM's Smart City Initiatives.</p>

<p>45</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p><b>ENVIRONMENT SUSTAINABILITY AND GREEN INITIATIVES</b></p> <p>IPS is committed to sustainable business and manufacturing processes to minimize the impact on our environment. We have incorporated the following practices to increase energy efficiency, minimize the amount of waste we contribute to landfills, and ensure environmental responsibility.</p> <p><b>Products and Components – Sustainable Choices</b></p> <p><b>Solar power:</b> IPS meters are powered by a patented combination of solar power and a battery system. The solar panel allows for constant recharging of the battery with ambient light, resulting in maximum battery life. A Los Angeles department report estimated that IPS solar-powered meters keep approximately 60,000 AA batteries out of LA landfills each year.</p> <p><b>Equipment longevity:</b> IPS reduces the waste of discarded equipment by building more durable products to maximize product life. Many of our first-generation machines are still in the field. By contrast, clients have had to replace our competitors’ machines within only a few years, resulting in unnecessary waste. Stainless steel is a standard feature, which will maximize longevity and save both waste and money.</p> <p><b>Hardware upcycling:</b> Our Upgrade Kits allow Cities and other Agencies to reuse old meter and pay station hardware. Expanding the useful life of older equipment helps reduce the demand for new materials, as well as keeping discarded equipment out of landfills.</p> <p><b>Battery recycling:</b> IPS partners with battery recycling partners to offer battery recycling services both internally and to our customers. IPS has never used environmentally toxic nickel-cadmium batteries.</p> <p><b>Plastics recycling:</b> Plastic components and Lexan coverings from old meters are recycled into new plastic parts whenever possible, reducing the amount of plastic in local landfills.</p> <p><b>Reducing CO2 Emissions:</b> Using a combination of our meter, sensor, and mobile app technologies, green cities can offer their parking patrons “wayfinding”—the ability to find available spaces with a phone app—thereby reducing the carbon waste of congestion and circling. In the US alone, a report conducted by Verizon Wireless calculated an annualized reduction of 34,192 metric tons of CO2 from IPS meters.</p> <p><b>Remote Monitoring:</b> Our web-based Enforcement Management System gives a birds-eye view of maintenance needs and parking violations, allowing Maintenance Staff and Parking Enforcement Officers to immediately spot citable vehicles, significantly reducing the amount of field patrolling.</p> <p><b>Online Enforcement &amp; Permitting Processing:</b> Our online portals allow the public to pay citations or apply for permits entirely online, eliminating paper forms and reducing trips to municipal offices.</p> <p><b>Internal Initiatives – Sustainable Practices</b></p> <p><b>LED lights:</b> IPS equips our corporate offices with state-of-the-art LED lighting, which conserves 60 percent more energy than conventional lighting.</p> <p><b>Auto shut-off:</b> To conserve electricity, our corporate offices have motion detector sensors to turn off lights automatically. To conserve water, the faucets in our bathrooms have auto shut-off valves.</p> <p><b>Waste prevention:</b> To reduce the amount of paper we use, IPS employs the “Think Before You Print” philosophy —we have set the printers in all of our corporate offices to default to two-sided paper. We use recyclable paper and materials whenever possible and send all corporate communications via electronic media. Our shipping department constantly re-uses and repurposes our suppliers’ packaging.</p> <p>Please refer to our RFP response that has been uploaded in Section “Upload Additional Documents”.</p>
<p>46</p>	<p>Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.</p>	<p>IPS Group is in partnership with Verizon which provides energy-efficient parking solutions to reduce air pollution and greenhouse gas emissions. By 2023, Verizon’s networks and connected solutions will save more than 2X the amount of global emissions that our operations create.</p>

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	IPS engineers our products for the highest quality and maximum lifetime value. Please refer to the above sections where we discuss our greener sustainability issues.	*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A – IPS is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*

49	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>At IPS Group, we go beyond selling Smart Parking solutions. We strive to maximize the potential of our customers' parking programs and advocate for their long-term success. For more than two decades, IPS has been committed to the design, engineering, and manufacturing of intelligent parking technologies that shape the industry such as payment processing systems, SaaS management software, and low-power wireless telecommunications. Based in San Diego, CA, IPS is the proud inventor of the credit card-enabled single-space parking meter and has more wireless parking devices deployed across the US than our competitors combined.</p> <p>IPS is the only provider in the parking industry to offer a Fully Integrated Parking Management Suite, allowing Cities and other Agencies the convenience and efficiency of fulfilling all smart parking requirements from one source. The Suite of Smart Parking products includes single- and multi-space meters, sensors, enforcement and permitting solutions, handheld mobile devices, and mobile payments that connect to one, powerful integrated Data Management System (DMS). IPS offers the convenience of a single end-to-end vendor and a solution that scales as needs grow. Whether Cities are looking for a start-to-finish fully integrated solution or to add another third-party element to their existing solution, IPS is the one vendor that can handle both situations. We also have a proven track record of integration with all major third-party vendors—we have successfully completed integrations in over 50 cities, and more than 100,000 IoT devices through custom, secure APIs.</p> <p>IPS handles all ongoing support from our San Diego offices providing tighter quality control and faster delivery for our US customers. Further, all customer data is stored in US-based facilities. Our US-based Customer Success and Technical Support teams are ready to answer the call, even if after normal business hours.</p> <p><b>ADDITIONAL VALUE-ADDS THAT COMPLEMENT OUR FULLY INTEGRATED SOLUTION</b></p> <p><b>PREFERRED INTERCHANGE PRICING</b>          IPS has negotiated preferred interchange pricing on small-ticket-regulated debit transactions with Visa and MasterCard. IPS customers can take advantage of this exclusive offer, which offers a potential savings of up to 40% on monthly parking merchant statement account fees. *</p> <p>At IPS Group, we are committed to finding innovative ways of creating more value for our customers. As the leader in on-street parking technology, we have been able to negotiate preferred interchange pricing with both Visa® and MasterCard® on small-ticket-regulated debit transactions.</p> <p>On a monthly basis, IPS has over 10 million credit/debit card transactions processed through their PCI Level 1 compliant payment gateway. This significant processing volume has enabled IPS to negotiate preferred INTERCHANGE rates with both Visa and MasterCard on "regulated" debit card transactions. We have attached our joint marketing piece related to this new service to provide specific details.</p> <p><b>COSTS</b></p> <ul style="list-style-type: none"> <li>• There are no additional costs associated with this solution, this is cost savings only.</li> <li>• A new merchant account would be set up by AMG for the Agency at the same pricing over Interchange that Philadelphia is paying with their current merchant services provider.</li> <li>• The savings on "regulated" debit transactions will be passed through directly to the Agency.</li> </ul> <p><b>IMPLEMENTATION</b></p> <ul style="list-style-type: none"> <li>• Implementation Timeframe – Maximum 10 to 14 business days</li> <li>• Seamless to an Agency – AMG / IPS handles the entire process</li> </ul> <p><b>MY PARKING RECEIPT™</b>          IPS also provides a free service in cities with IPS meters called My Parking Receipt™. My Parking Receipt™ works with IPS meters to bring greater personal reporting and record-keeping capabilities to your customers with easy access to parking receipts. MyParkingReceipt.com is a convenient website that allows customers to view, download, and print their parking receipts paid at any IPS meter, including payments made with the IPS PARK SMARTER™ mobile payment application. This customer experience enhancement from IPS Group gives greater control and flexibility to customers to manage their parking expenses for personal or business recordkeeping and expense reporting purposes.</p>
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**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
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50	Do your warranties cover all products, parts, and labor?	No – please refer to our standard warranty language for any restrictions or exclusions.	*
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	IPS warranties have standard exceptions for coverage including the following: <ul style="list-style-type: none"> <li>Onsite labor</li> <li>Negligence misuse or vandalism</li> <li>Any other exclusion listed within the warranty</li> </ul>	*
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This service is only provided upon request at an additional fee. IPS can offer on-site warranty repair services in any geographic region of the US or Canada.	*
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	IPS can offer on-site warranty repair services in any geographic region of the US or Canada based on the fees contained in our agreement.	*
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any warranties for third-party items will be passed through and provided to the end customer (if applicable).	*
55	What are your proposed exchange and return programs and policies?	<p>IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework, and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone (877) 630-6638 or (858) 404-0607; or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system. Please refer to our RFP response that has been uploaded in Section "Upload Additional Documents".</p> <p><b>RMA PROCEDURES</b>  IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework, and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone (877) 630-6638 or (858) 404-0607 or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.</p> <p><b>AS AN ADDITIONAL VALUE ADD, IPS OFFERS OUR CLIENTS COMPLETE RMA MANAGEMENT.</b>  <b>THE NEW RMA APP HELPS IMPROVE EFFICIENCY AND PROVIDES ADDITIONAL TRANSPARENCY OF THE RMA PROCESS. CAPABILITIES INCLUDE:</b> <ul style="list-style-type: none"> <li>Create, manage, and track the status of their RMA from the point of departure, arrival in San Diego, and ultimate return back to the customer via the online portal.</li> <li>Can be paired with a bar code scanner to quickly and efficiently create an RMA in the system.</li> <li>Provides a tracking number for Agency's to monitor return status.</li> <li>Displays warranty status of an Agency's entire parking meter inventory.</li> </ul> </p>	*
56	Describe any service contract options for the items included in your proposal.	IPS can provide customized service options and quotations based on the specific scope and requests of individual customers. This could include temporary, regularly scheduled or full-time on-site labor.	*

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
57	Describe any performance standards or guarantees that apply to your services	Except for general exclusions below, the following performance standards shall apply: 1. Data Management System (DMS) shall exceed 99% uptime, as measured on a monthly basis by the Contractor's DMS and by the Contractor's 3rd party service. 2. Contractor shall maintain Payment Card Industry Data Security Standard Certification (PCI-DSS Level 1).
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to Section "Standard Transaction Document Samples" for our New Client Agreement including Limited Product Warranty.
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	Through the IPS Data Management System, an Agency can baseline attributes such as revenue, occupancy, and curbspace turnover. Through the application of new policies, IPS can measure the impact and make recommendations to meet the goals of an Agency.
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	IPS meters and back-office DMS are fully capable of providing and acting as the resource for paid and non-paid parking inventory. IPS geo-locates and maps all meter inventory by an Agency and can capture and ingest non-paid space or third-party GIS data and a map to digitally map the curb space. Continued development in measuring paid parking and improvement of analytic tools, will further what IPS can provide in future CDS spaces.
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	The IPS Aggregator and Analytics platform provides a hub and dashboard for Agencies to pull in third-party mobility data – even beyond strictly parking. Through standard APIs, IPS can be a tool for an Agency to oversee its mobility networks and transportation systems. IPS understands the changing parking and mobility landscapes that cities are incurring and wants to grow with the ever-evolving landscape of downtowns.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Net 30 on receipt of invoice.
63	Describe any leasing or financing options available for use by educational or governmental entities.	IPS can offer both leases, rentals, and revenue share agreements. The specific rates will be unique to each client based on scope of service and quantities.
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please refer to Section "Standard Transaction Document Samples" for our Service License Agreements and IPS New Customer Agreement.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	IPS does not currently accept P-card for large payments but can accept for smaller payments. Any addition costs for using this vs paying via traditional methods would be passed on to the clients.



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	IPS will provide our line-item pricing inclusive of the discounts offered for our national cooperative contracting partners. The pricing provided does not include any applicable sales tax. Please refer to our pricing materials for complete details.
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	IPS will provide our line-item pricing inclusive of the discounts offered for our national cooperative contracting partners. Please refer to our pricing materials for complete details.
68	Describe any quantity or volume discounts or rebate programs that you offer.	IPS is providing item pricing which is already inclusive of quantity or discounts. Please refer to the Pricing Document uploaded in the Documents section.
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	IPS can source and quote sourced items as requested by our clients upon request. This is a standard service that we provide to clients today and will vary based on scope and volume.
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All IPS costs are included in the documents provided. The pricing provided does not include any applicable sales tax or merchant account services. Pricing also does not include additional travel electrical, concrete, or civil works.
71	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be calculated and added to final invoices based on ground freight service. Cost will depend on sizes, weights, and volume, and ship to location. Freight will be quoted at the time of the order.
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be calculated and added to final invoices based on ground freight service. Cost will depend on sizes, weights, and volume, and ship to location. Freight will be quoted at the time of the order.
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None – IPS ships directly from our headquarters in San Diego, CA.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please refer to the Pricing Document uploaded in the Documents section.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell clients will have their specific pricing profile loaded to automatically ensure that they are receiving the correct contract pricing. These clients shall also be categorized as Sourcewell clients to run quarterly reports for the payment of fees to Sourcewell. IPS provides this service today to several cooperative contracting services and is well acquainted with the administrative processes required to comply with quarterly reporting and payments.
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	IPS tracks quarterly sales today for all cooperative contracting partners. Sales volume is the best measure of the success of the contract.
77	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	IPS proposes a 1.5% administrative fee for all bookings for the Sourcewell contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>M5™ Single-Space Smart Parking Meter: The patented M5™ retrofits into existing parking meter housings to maximize infrastructure and is fully operational in seconds. The industry-leading single-space smart meter, the M5 offers multiple payment options including coins, credit/debit card, optional NFC/contactless payment (such as Apple Pay® and Google Pay®), smart card, and tokens. It runs on energy-efficient solar technology and gives Cities and other Agencies the analytical power of the IPS Data Management System with Advanced Analytics.</p> <p>M7™ Single-Space Smart Parking Meter: The latest model of the IPS Single-Space Parking Meter, the M7™ offers all the features of the IPS flagship M5™ but has expanded to offer additional features like a larger high-resolution color display, multi-color tri-LED visual indicators, and is built to withstand extreme heat to ensure the greatest reliability for Communities that experience very high temperatures. The M7™, like its predecessors, retrofits into existing parking meter housings to maximize infrastructure and is fully operational in seconds. IPS meters provide regions with a simple and consistent parking experience that is more cost-effective, customer-friendly, and reliable than alternatives. The M7™ offers multiple payment options including coins, credit/debit card, NFC/contactless payment (Apple Pay® and Google Pay®); access to real-time data; solar power technology; and a comprehensive web-based meter management system.</p> <p>Vehicle Detection Sensors: IPS Dome Mount Sensors detect the presence and absence of a vehicle in a parking space while recording arrival and departure times. Dome Mount Sensors are configurable to any parking environment for installation within minutes with minimal tools or manpower – no need for invasive concrete work to install or maintain. IPS sensor data integrates seamlessly with the IPS Data Management System and enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. Fully integrated with the IPS Smart Parking Platform, IPS sensors can help increase revenue by an average of 25%–50%.</p> <p>MS3™ Multi-Space Pay Station: The MS3™ Pay Station features a full-color screen with multiple languages and the flexibility of an optional touchscreen. With the MS3™, you can give your patrons easy-to-read parking instructions in a vibrant showcase. For your staff, the MS3 ties into the powerful IPS Data Management System, allowing you in-depth analysis of parking patterns and the ability to remotely update rates. With pay-by-space, pay-and-display, pay-by-plate models, and modular parts, the MS3™ is a true, future-proof design. It runs on energy-efficient solar technology and gives your city the analytical power of the IPS Data Management System with Advanced Analytics.</p> <p>NFC Contactless Upgrade: A “tap-to-pay” technology for a faster and more convenient payment process. Data Management System (DMS) with Advanced Analytics: Our newly updated DMS with Advanced Analytics is a secure web-based application that allows parking professionals to manage an entire parking network with ease. It provides a comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration, allowing managers to seamlessly integrate parking meters with Vehicle Detection Sensors, pay-by-cell capability, Enforcement and Permitting, and other smart applications. Built for the future of Big Data, the DMS with Advanced Analytics will better support Cities and other Agencies' businesses and enable strategic, data-driven decisions.</p> <p>PARK SMARTER™ app: The IPS PARK SMARTER™ mobile phone app is a free, convenient tool: It sends expiration alerts and lets patrons pay for additional time to prevent fines. For sensor-enabled parking systems, it also allows wayfinding, alerting patrons to available open spaces. PARK SMARTER™ is fully integrated with the IPS Enforcement system and does not require PEO's to check a backend system for adherence.</p> <p>Curbside Reservations System – Digital Meter Bagging for streamline operations to optimize curb space allocation unlocking the potential to increase revenue.</p> <p>Parking Management System Aggregator - As Smart Parking technology becomes more complex and generates even more data, we strive to help you reduce the time and challenges that come with the territory of working day-to-day in several systems by unifying all your data sources into one powerful back end. Whether it's aggregating data from all the IPS Smart Parking solutions or ANY third-party parking supplier, the IPS Data Management System can serve as your centralized parking management hub that gives the full picture in one easy-to-use platform. With 360-degree parking management capabilities, Agencies can infuse intelligence into every decision, extracting the maximum value from your data.</p> <p>Please refer to the Uploaded Additional Documents section.</p>
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79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>SUBCATEGORY SOLUTIONS AND SERVICES</p> <p>Listed below are proposed IPS solutions by category and subcategory:</p> <p>PARKING METERS</p> <ul style="list-style-type: none"> <li>M5™ Single-Space Smart Parking Meters</li> <li>Vehicle Detection Sensors</li> <li>MS3™ Multi-Space Pay Station</li> </ul> <p>OTHER RELATED PARKING PRODUCTS</p> <ul style="list-style-type: none"> <li>NFC Contactless Upgrade</li> <li>Curbside Reservation System</li> <li>Parking Management System Aggregator</li> </ul> <p>PERMIT MANAGEMENT SOLUTION</p> <ul style="list-style-type: none"> <li>Permit Management System</li> </ul> <p>MOBILE PAYMENT</p> <ul style="list-style-type: none"> <li>PARK SMARTER™ app</li> </ul> <p>OTHER RELATED SERVICES</p> <ul style="list-style-type: none"> <li>IPS Marketing Services</li> <li>My Parking Receipt</li> <li>AMG Payment Processing</li> </ul>
80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	For integration requirements with any vendor, IPS has proven capabilities. IPS team of software engineers has created a rapid development process. This allows IPS to deliver accurate integrations with third-party application programming interfaces (APIs) in record time. It also allows IPS to educate and guide Agencies in creating open and secure software systems. Using this technology foundation, we have created a solution that is quick, easy, and seamless, allowing for integration with an unlimited number of platforms.
81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	IPS Group has in place a set of privacy-related policies in compliance with regulatory frameworks such as GDPR, PCI-DSS. It has implemented policies and procedures for receiving, evaluating, managing, and responding to requests for access to or deletion of personal information and other individual rights globally. IPS Group does not sell any personal information and scrutinizes activities that may be considered a "sale" of personal information. Third-party advertisers and other organizations may use their own cookies to collect information about an individual's online activities in order to provide customized advertisements; however, in compliance with the California Consumer Privacy Act (CCPA), for example, any individual may opt out of this data sharing through third party cookies through a readily accessible Individual Rights Form on the IPS Group website. IPS Group has formed a privacy steering committee and appointed appropriate data stewards to shepherd its data privacy program. For our full Privacy Statement, please visit: <a href="http://www.ipsgroupinc.com/privacy-statement/">http://www.ipsgroupinc.com/privacy-statement/</a> .

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	<input checked="" type="radio"/> Yes <input type="radio"/> No	IPS currently maps and geo-locates all of its paid parking meters or pay stations with its customer base. These locations are then visible interactively through the Data Management System (DMS) back-office. Additionally, IPS is able to digitize additional curb inventory, and map assets as needed, including API data integration with third parties as needed.

83	Sensors and cameras, including installation services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>IPS Vehicle Detection Sensors offer unmatched accuracy through capable high-precision detection in a single space environment. IPS Stereoscopic Sensors detect both vacancy and occupancy to increase the overall confidence of detections. Compared to other sensor products on the market, IPS Stereoscopic Sensors offer the highest accuracy, a longer battery life, greater auditing functions, and simple installation and maintenance.</p> <p>KEY BENEFITS INCLUDE:</p> <p>Maximize Data Accuracy and Audit Function: Stereoscopic Sensor and magnetometer capture different images, sensing perspectives, and 3D coordinates</p> <p>Discover Parking Trends: Access real-time and historical occupancy data; enable demand-based and progressive rate structures; optimize enforcement</p> <p>Generate More Revenue: Meter reset feature resets to zero time (or a few minutes remaining) when a vehicle leaves a space, new arrivals pay for their entire stay</p> <p>Offer Courtesy Time: Promotes greater public acceptance of the smart meters</p> <p>Promote Space Turnover: Optional anti-meter feeding feature regulates accessibility</p> <p>Install in Minutes: Non-intrusive dome or pole mount requires no concrete work</p> <p>Flexible Options: Available in Dome Mount (1) and Pole Mount (2) sensor models</p>
84	Issue application programming interfaces (APIs) and build services around them: <ol style="list-style-type: none"> <li>i. Historical and/or real-time monitoring and performance reporting;</li> <li>ii. Curb availability (parking, loading, etc.), reservations, and driving directions;</li> <li>iii. Predictive modeling.</li> </ol>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>IPS sensors provide real-time and historical occupancy data and associated reporting capabilities. Additionally, via the IPS PARK SMARTER™ mobile application or third-party API, IPS can provide real-time curb availability on paid and unpaid spaces – as well as directions to available spaces.</p> <p>IPS Data Analytics and Aggregation tools provide Agencies the ability to perform predictive modeling and what-if-scenarios, to help cities enable demand-based and progressive rate structures.</p>
85	Data, software, and hardware implementation, integration, and management; <ol style="list-style-type: none"> <li>i. Internal and external integration;</li> <li>ii. Integration of old data and collection of new data;</li> <li>iii. Data warehousing.</li> </ol>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>IPS currently operates both internal and external integrations – internally with its own lines of service including mobile, enforcement, sensors, and permitting. External third-party integrations include mobile and fixed-LPR, mobile, enforcement, permitting, and other meter data. Additionally, IPS has multiple integrations with third-party data warehouses for pushing and pulling</p>

revenue and transactional data as well as pricing and rate structures for different agency meter systems. These are services that IPS has provided and participated in for more than ten years.

**SAMPLE INTEGRATIONS INCLUDE:**

- PeopleSoft
- TouchNet
- Elavon
- CashNet
- Tyler Systems
- Tiburon RMS
- JEMS Judicial Data Management
- PCS Mobile (Genetec AutoVU)

**LPR**

- Route 1 LPR
  - Vigilant LPR
  - National Law Enforcement Telecommunications System (Nlets)
  - CA Department of Motor Vehicles
  - Quickbooks
  - Paylock
  - Several in-house cashiering and billing management systems
- CURB MANAGEMENT PARTNERS**  
IPS partners with many subcontractors for third-party integrations with our Curbside Reservation System to enhance the parking experience to achieve better ROI.

**Turnstone:** Turnstone's occupancy model provides automatic insights into what's happening across your city at all times, giving you continuous occupancy data, you need to evaluate and adapt your parking strategy more often and make crucial decisions, including rate changes, in days rather than months.

**Cleverciti:** as a smart city mobility solution partner, Cleverciti seeks to help organizations reduce traffic and emissions, and increase revenue while allowing drivers to enjoy a smooth, stress-free parking experience. With more people ordering online and using ride-hailing services, managing the curb is becoming increasingly important. Delivery trucks as well as pick-up/drop-off activities block streets, cause congestion, and create traffic hazards. Effectively managing delivery and loading zones can solve this issue while also providing a valuable source of income for the city.

**Populus:** empowers cities to digitally manage their curbs and streets to deliver a safer, more equitable, sustainable transportation future. Populous Curb Manager is a purpose-built solution for cities to measure demand, digitize parking regulations, and actively manage their curbs as the future of mobility evolves.

**Smarking Inc.:** Smarking helps parking professionals increase revenue, curb expenses, and make their operations more efficient through automation and real-time data. Smarking has enabled revenue increases at 2,000+ parking locations across North America.

86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Digital permits are acquired online and are user-friendly and convenient allowing for dynamic pricing. Digital permitting allows for the use of "guided enforcement", sending the officer directly to where they need to be when they need to be there by way of an LPR-equipped vehicle and/or device. An LPR-equipped device, using real-time connectivity, will feed applicable data to the enforcement officer to be used for verification, analysis, and violation notification as the license plates are captured during the patrol route.
87	921 technology with scalability.	<input type="radio"/> Yes <input checked="" type="radio"/> No	IPS will not be offering this technology.
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input type="radio"/> Yes <input checked="" type="radio"/> No	IPS will not be offering this technology.

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.pdf - Saturday December 02, 2023 15:58:11
- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Thursday November 30, 2023 19:34:54
- [Marketing Plan/Samples](#) - Marketing Plan\_Samples\_Upload.pdf - Saturday December 02, 2023 15:25:09
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE\_MBE\_SBE or Related Certificates.pdf - Thursday November 30, 2023 19:35:25
- [Warranty Information](#) - Warranty Information.pdf - Saturday December 02, 2023 15:36:17
- [Standard Transaction Document Samples](#) - Standard Transactions Document Samples.pdf - Saturday December 02, 2023 15:38:04
- [Requested Exceptions](#) - Requested Exceptions.pdf - Thursday November 30, 2023 19:36:24
- [Upload Additional Document](#) - RFP #120423\_RFP Curb Management Technologies with Related Services - FINAL.pdf - Monday December 04, 2023 16:15:26

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

October 7, 2024 Joint CC & PPC Mtg  
 by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Randall, Chief Executive Officer, IPS Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_Curb_Management_Technologies_RFP_120423</b> Wed November 22 2023 09:20 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_8_Curb_Management_Technologies_RFP_120423</b> Tue November 21 2023 04:42 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Curb_Management_Technologies_RFP_120423</b> Mon November 20 2023 04:39 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_6_Curb_Management_Technologies_RFP_120423</b> Tue November 14 2023 04:30 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Curb_Management_Technologies_RFP_120423</b> Fri November 10 2023 04:30 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Curb_Management_Technologies_RFP_120423</b> Wed November 8 2023 04:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Curb_Management_Technologies_RFP_120423</b> Mon October 30 2023 03:54 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_Curb_Management_Technologies_RFP_120423</b> Fri October 27 2023 02:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Curb_Management_Technologies_RFP_120423</b> Fri October 20 2023 04:21 PM	<input checked="" type="checkbox"/>	2





**RFP #120423**  
**REQUEST FOR PROPOSALS**  
**for**  
**Curb Management Technologies with Related Services**

**Proposal Due Date: December 4, 2023, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Curb Management Technologies with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 4, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	October 19, 2023
Pre-proposal Conference:	November 9, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	November 21, 2023, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	December 4, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 4, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"



## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Curb Management Technologies with Related Services to provide participating entities with products and/or services focused on advanced smart city or community technologies and systems to improve transportation efficiency, including, but not limited to:

- a. Digitization of inventory and regulations, including creation of sector or citywide digital curb;
- b. Sensors and cameras, including installation services;
- c. Issue application programming interfaces (APIs) and build services around them:
  - i. Historical and/or real-time monitoring and performance reporting;
  - ii. Curb availability (parking, loading, etc.), reservations, and driving directions;
  - iii. Predictive modeling;
- d. Data, software, and hardware implementation, integration, and management;
  - i. Internal and external integration;
  - ii. Integration of old data and collection of new data;
  - iii. Data warehousing;
- e. Digitized permit systems, including dynamic pricing;
- f. V2I technology with scalability; and,
- g. Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Fleet Management Technologies with Related Software Solutions (RFP #020221); and,
- b. Parking Management Systems with Related Equipment, Supplies, and Services (RFP #080321) with the exception of solutions ancillary or complementary to RFP Subsection II. B. 1. a - g. above.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

### D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$25 Million; therefore, proposers

are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.

2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information



provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

**VI. EVALUATION AND AWARD**

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);

- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty and Performance Standards or Guarantees	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;

- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that

it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/20/2023

Addendum No. 1

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Are there any current technologies in place or available on this contract already?

**Answer 1:**

Sourcewell has not specifically solicited for Curb Management Technologies with Related Services in the past.

**Question 2:**

Can you provide the scope of curb management needed? Would this include self-parking street parking, surface lots and potentially member garages?

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in RFP Section II. B. 1.

**Question 3:**

Is this RFP seeking to source one (or more?) vendors to vet and have on contract for members to easily access the requested solutions?

**Answer 3:**

Refer to RFP Section VI. A. – Evaluation, “It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall

quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.”

**Question 4:**

Following the release of the Curb Management Technology and Related Services RFP, can you confirm if you have any plans to issue a mobile payment only RFP?

**Answer 4:**

Sourcewell’s planned procurements are available for review on the Sourcewell Procurement Portal homepage (<https://proportal.sourcewell-mn.gov>). In the dropdown filter select the “Planned” option to view Sourcewell’s current planned procurements.

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End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 10/20/2023, is required at the time of proposal submittal.



10/27/2023

Addendum No. 2

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can you clarify if only cities in the State of Minnesota would be able to buy off of this contract or if all Sourcewell member cities in the US and Canada can?

**Answer 1:**

Refer to RFP Section I. A. – Sourcewell, “Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.”

For a more detailed list of the types of entities eligible to utilize Sourcewell contracts, refer to RFP Section I. B. – Use of Resulting Contracts.

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End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 10/27/2023, is required at the time of proposal submittal.



10/30/2023

Addendum No. 3

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

RFP Section IV. CONTRACT, states that to request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. We did not note said Table in the RFP, will Sourcewell be providing an Exceptions to Terms, Conditions, or Specifications table by means of addendum?

**Answer 1:**

Refer to Table 15 of the proposer questionnaire as part of the submission process. "To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract."

**Question 2:**

If willing to do business in Canada, should proponents provide pricing in both USD and CAD, or only USD and then convert pricing to CAD based on the applicable exchange date at the time of order?

**Answer 2:**

Refer to RFP Section III. A. 3. – "All proposed pricing must be: Stated in U.S. and Canadian dollars (as applicable)." A proposer is not required to cover every geographic region to be considered for award. Each proposer will use its discretion in addressing



the exchange rate fluctuation challenge, as applicable. Without limiting the available alternatives, reference to applicable indexes, rates, or metrics, is allowable in a proposal. Each proposal is evaluated based on the criteria stated in the RFP.

**Question 3:**

How should proponents plan to address exchange rate fluctuations over the term of the contract?

**Answer 3:**

See Answer 2 above.

**Question 4:**

How should proponents plan to address applicable business licenses for each state/city that are interested in engaging?

**Answer 4:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposers are responsible for attaining any applicable or required business licenses for any locations they intend to offer their solutions. Proposals are evaluated based on the criteria stated in the RFP.

**Question 5:**

Expanding on Question 2 in Addendum No. 1, please confirm if Sourcewell will consider offerings that some, but not all, of the requested equipment, products, or services identified in Section II. B. 1.?

**Answer 5:**

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

**Question 6:**

Regarding Section III. Pricing, considering this offering includes services like digitization of inventory and regulations that will vary based on the scope of subsequent contracts, what is Sourcewell's preference on pricing for service and labor hours? Will Sourcewell consider a price sheet that includes a billing rate schedule based on job classification and perhaps a list of sample project tasks with associated total not to exceed (NTE)

estimates that include specific metrics or limitations, such as identifying a cost per block-face of curb asset digitization?

**Answer 6:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 10/30/2023, is required at the time of proposal submittal.



11/08/2023

Addendum No. 4

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can you clarify whether financial information about the company can be considered confidential and prevented from being shared with other parties?

**Answer 1:**

Refer to RFP Section VI. E. – Disposition of Proposals, “All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete.” and, “Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.”

For further information on Minnesota Government Data Practices refer to Minnesota Statutes Chapter 13.

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End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/08/2023, is required at the time of proposal submittal.



11/10/2023

Addendum No. 5

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

The submission process requires that the vendor provide a CAGE code. If this number is not available at the time of submission, what should the vendor provide in its place?

**Answer 1:**

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for, or awarded, a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

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End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/10/2023, is required at the time of proposal submittal.



11/14/2023

Addendum No. 6

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Regarding question 69: are proposing vendors allowed to include multiple subcontractors for the same sourced service so that Sourcewell participating agencies can choose their preferred provider for these services and still leverage the awarded prime vendor's Sourcewell contract to procure them?

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Can vendors who provide some but not all of the products/services listed in Table 14B submit bids as both a prime and a subcontractor, and be awarded as both? With the intention being to allow Sourcewell participating agencies to have multiple category needs met through a single Sourcewell contract, versus the agency separately needing to contract with multiple vendors who each hold Sourcewell contracts.

And is this advisable?

**Answer 2:**

Sourcewell only accepts proposals and offers contract awards at the prime vendor level. Refer to Answer 1 above regarding the use of subcontractors in a proposal.

Refer also to RFP Section II. G. 2 – Additional Considerations, “A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.”

Proposers must also review and acknowledge the Proposer Affidavit and Assurance of Compliance in Step 3, “Addenda, Terms & Conditions” of the proposal submission process.

**Question 3:**

Will references from each submission be contacted to verify accuracy of claims made in submissions? And will these call include verifying the specific products/services used by that vendor?

**Answer 3:**

Refer to RFP Section VI. D. – Rights Reserved, “Sourcewell reserves the right to: Independently verify any information provided in a proposal.”

**Question 4:**

Would Sourcewell consider adjusting the scoring matrix to lower the weight of pricing on scores? It has been explained that Sourcewell intends to issue a value-focused procurement rather than price focused, but the scoring matrix currently allocates 40% of scoring criteria to price, which is significant.

**Answer 4:**

Sourcewell does not intend to adjust the evaluation criteria at this time. As part of the proposal submission process in Step 1 – Specifications, proposers have the opportunity to describe the value provided to Sourcewell participating entities in Tables 10-12 as part of the Pricing evaluation.

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End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/14/2023, is required at the time of proposal submittal.



11/20/2023

Addendum No. 7

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Would Sourcewell accept a cover letter to be submitted in the supplemental document upload section?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content and format of the data that best represents their proposal.

**Question 2:**

Regarding the References/Testimonials section, can Sourcewell define what 'eligible' to be Sourcewell participating entities means?

**Answer 2:**

Refer to RFP Section I. B. – Use of Resulting Contracts, for a listing of the types of entities eligible to be Sourcewell participating entities.

**Question 3:**

Can Sourcewell elaborate on what Digital Permits means in this offering?

**Answer 3:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A

proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP.

**Question 4:**

For tab Depth & Breadth (b), section Digitized permit systems, including dynamic pricing, we understand we must provide a yes/no response. Is there another section we can provide additional Permit information as we do not currently see where we can elaborate more. Additionally, when referring to dynamic pricing under this section, is Sourcewell seeking a dynamic pricing solution for digital permits only or for other areas like paid parking?

**Answer 4:**

Table 14B of the proposal response provides a comments field for each selection. Proposers may also upload additional supporting documentation during Step 2, "Documents" of the proposal submission process.

**Question 5:**

We're responding and making mention of our partnerships. We aren't calling out extensive specifics around those partnerships and as such, aren't including detailed pricing for those partner offerings. What happens if a city procuring through Sourcewell talks to us and learns there's even more we can offer through that partnership? Are they allowed to go outside of Sourcewell to procure those pieces? Or are they locked to just what's been defined and awarded to us through Sourcewell?

**Answer 5:**

Sourcewell participating entities are not required to utilize Sourcewell contracts. Refer to RFP Section I. B. – Use of Resulting Contracts, "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

**Question 6:**

In regard to the Integration Services mentioned in the RFP, the scope of these integrations is typically unknown. In order to estimate the cost for this effort, would Sourcewell consider the submission of rates for this additional integration work instead of a fixed price amount?

**Answer 6:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III - Pricing.



**Question 7:**

Table 5 is asking for our company's confidential business information. Would it be possible to submit Table 5 as a separate attachment to our Response? This will ensure that financial information will be placed on the public portal.

**Answer 7:**

The entirety of a vendor's proposal must be submitted through the Sourcewell Procurement Portal. Refer to RFP Section VI. E. – Disposition of Proposals, for additional information regarding public data.

**Question 8:**

Can a Spanish based company participate?

**Answer 8:**

The Sourcewell RFP is an open and competitive solicitation process. Sourcewell does not restrict a proposer's ability to submit a proposal based on their physical location. It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities.

**Question 9:**

The pricing for Canada can be submitted in Canadian Dollars?

**Answer 9:**

Refer to RFP Section III. A. 3., "All proposed pricing must be: Stated in U.S. and Canadian dollars (as applicable)." If a proposer intends to offer its solutions to Sourcewell's Canadian participating entities it must identify its Canadian pricing.

**Question 10:**

Regarding question 16 of Table 2 in the forms. If we are manufacturers, do we need to specify who are our distributors/resellers? Do we need to provide details about their workforce?

**Answer 10:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, "If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network

of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

**Question 11:**

Regarding question 17 of Table 2 in the forms. Can we include certificates that we are in process of having but do not have yet?

**Answer 11:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities.

**Question 12:**

Regarding questions 22 and 23 of Table 3 in the forms. Is this only applicable to US based companies?

**Answer 12:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities.

**Question 13:**

Regarding question 24 of Table 4 in the forms. The reference need to be from our distributors or the end-customer? All the references need to be from USA and/or Canada?

**Answer 13:**

Table 4 requires that references are from customers eligible to be Sourcewell participating entities. Refer to RFP Section I. B. – Use of Resulting Contracts, for a listing of the types of entities eligible to be Sourcewell participating entities.

**Question 14:**

Regarding question 25 of Table 5 in the forms. Can they be customers from outside USA and Canada?

**Answer 14:**

In Table 5, Line Item 25 the “State/Province” field only allows the selection of U.S. states or Canadian provinces or territories.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/20/2023, is required at the time of proposal submittal.



11/21/2023

Addendum No. 8

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Because the following is what Sourcewell will evaluate the vendor submission upon, would it be a fair assumption that we should use this scoring guide as the formal response's Table of Contents?

Conformance to RFP Requirements 50

Financial Viability and Marketplace Success 75

Ability to Sell and Deliver Service 100

Marketing Plan 50

Value Added Attributes 75

Warranty and Performance Standards or Guarantees 50

Depth and Breadth of Offered Equipment, Products, or Services 200

Pricing 400

**Answer 1:**

Proposers must complete all required steps, tables, and line items within the Sourcewell Procurement Portal to submit a proposal. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to provide the information and documentation they deem necessary to best reflect their proposal.

**Question 2:**

Table 15 is mentioned, but we cannot find the table in the available files.

**Answer 2:**

Table 15 is the last table of Step 1, “Specifications” in the proposal submission process in the Sourcwell Procurement Portal.

**Question 3:**

For Table 9B, Line Item 57, can Sourcwell please confirm the difference between Performance Standards and Service Standards?

**Answer 3:**

Performance standards allow a proposer to describe any minimum or targeted performance standards applicable to their proposed solutions. Service standards allow a proposer to describe any service standards supporting their proposed solutions. Table 9B, Line item 58 provides examples of service standards or guarantees such as policies, metrics, or KPIs.

**Question 4:**

For Table 5, Line Item 25, can Sourcwell please confirm what is being asked for under the table column heading 'Size of Transactions'?

**Answer 4:**

Proposers may describe the “Size of Transactions” equating to the “Dollar Volume Past Three Years” in the next column if multiple transactions have been completed. It is left to the discretion of each proposer to determine the type of information provided that they believe best demonstrates their marketplace success.

---

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcwell Procurement Portal on 11/21/2023, is required at the time of proposal submittal.



11/22/2023

Addendum No. 9

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Given that the solutions requested in the RFP are complex and non-standard and not directly comparable across vendors, how will the pricing be evaluated? This is important as pricing is 40% of the overall points.

**Answer 1:**

Refer to Addendum 6, Answer 4.

**Question 2:**

Attachments describing the solution with figures and photos will greatly explain many of the solutions and components that will be proposed for this RFP. Is there a way to attach these and used in the evaluation process?

**Answer 2:**

Proposers may upload additional or supporting documents in the Sourcewell Procurement Portal during Step 2, "Documents" of the proposal submission process.

**Question 3:**

How will Sourcewell ensure highly sensitive and proprietary information submitted by the Proposers be protected since the proposal submitted in response to this RFP is considered public record?

**Answer 3:**

Refer to Addendum 4, Answer 1.

**Question 4:**

Is the membership to Sourcewell limited to only entities in the US and Canada?

**Answer 4:**

Refer to Addendum 2, Answer 1.

**Question 5:**

Who are the participating entities of Sourcewell and can the Offerors receive a list in order to develop a marketing plan?

**Answer 5:**

Refer to Addendum 2, Answer 1.

**Question 6:**

How do new participating entities apply and be accepted to participate in Sourcewell?

**Answer 6:**

Eligible entities complete an online registration form and are provided a Sourcewell account number.

**Question 7:**

How will Sourcewell decide on the number of awards since the scope of technologies proposed are likely to be different from proposal to proposal?

**Answer 7:**

Refer to Addendum 1, Answer 3.

**Question 8:**

Will Sourcewell award a specific number of products proposed by a proposer while not awarding to other products and services offered from the same proposer?

**Answer 8:**

Refer to Addendum 1, Answer 2.

**Question 9:**

How will the line-item prices of services be quantified? Are there any restrictions since services may be offered by different units?

**Answer 9:**

Refer to Addendum 3, Answer 6.

**Question 10:**

How should installation and maintenance costs be submitted since the quantities of installation and maintenance are different from the line-item prices?

**Answer 10:**

Refer to Addendum 3, Answer 6.

**Question 11:**

Is the not-to-exceed price limited to only products? It is very difficult to anticipate the limits of services offered in this proposal. There are incidents in which a not-to-exceed limit does not apply. Can the Offeror indicate N/A for those products and services where not-to-exceed limits do not apply?

**Answer 11:**

Refer to Addendum 3, Answer 6.

**Question 12:**

How will Sourcwell score and compare prices and determine the number of points out of 400 when different proposers will submit prices in different quantities and format?

**Answer 12:**

Refer to Addendum 6, Answer 4.

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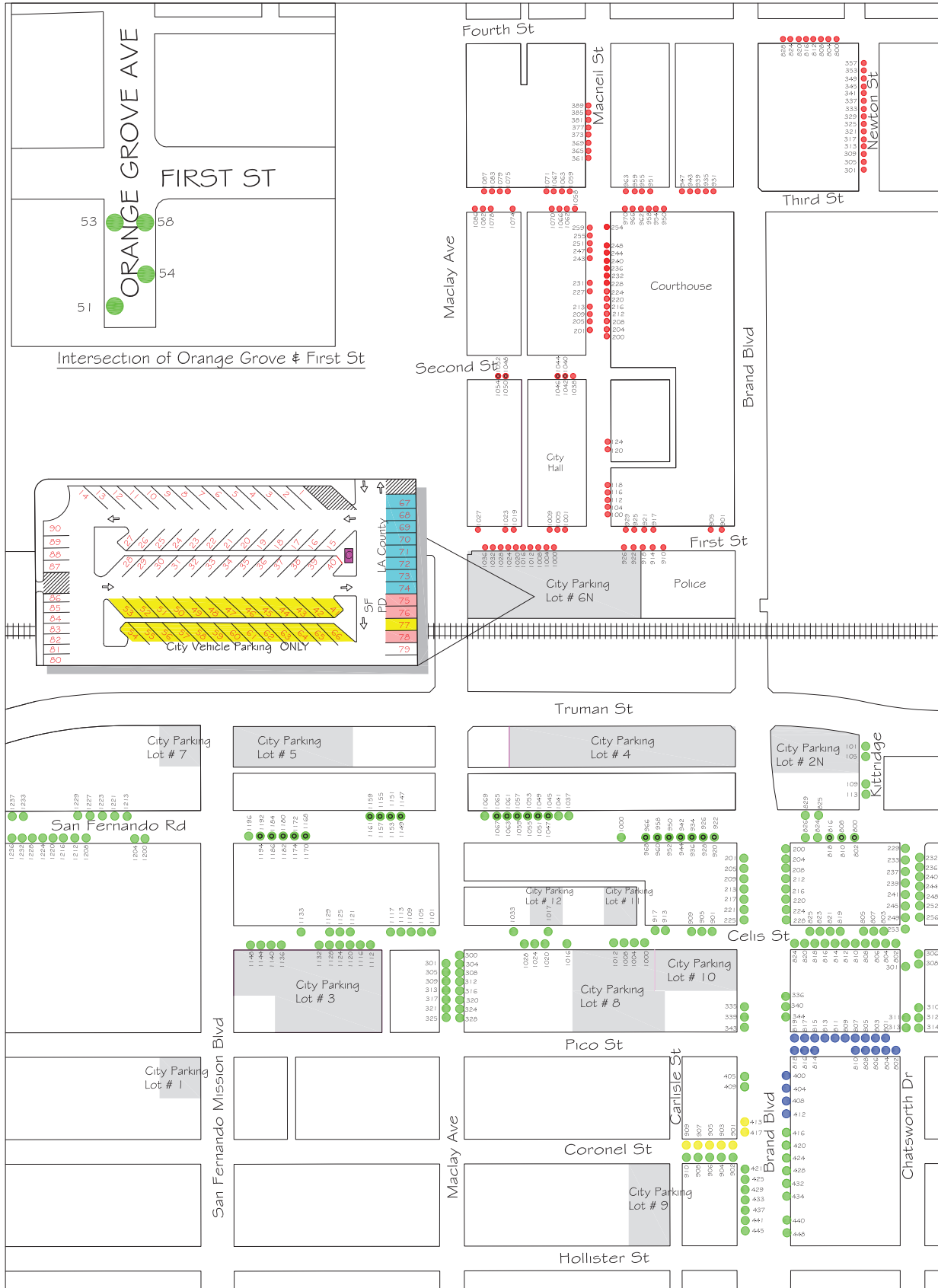
End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcwell Procurement Portal on 11/22/2023, is required at the time of proposal submittal.





# Parking Meters



Location	Total Spaces
● Civic Center Meters	(130)
● Business District	(245)
(Civic & Business Districts) Total Counts	→ (375)

Breakdown	
⊙ Double Meters	(29)
○ Single Meter	(317)
⊞ Custodian/Civic Center	(52)

Time Limit	Rate	Currency accepted	Max Fee
10 Hrs	\$.25/12 min	5¢, 10¢, 25¢	\$12.50
12 Min	\$.25/6 min	5¢, 10¢, 25¢	\$.50
30 Min.	\$.25/6 min	5¢, 10¢, 25¢	\$1.25
2 Hrs.	\$.25/20 min	5¢, 10¢, 25¢	\$1.50
2 Hrs.	\$.25/12 min	25¢ ONLY	\$2.50

Ⓢ = Credit Card Accepted

Mon - Sat 8:00am to 6:00pm  
except Holidays and Sundays.  
(SEC. 90-285)

City of San Fernando/PW Department  
Prepared by: Manuel Fabian  
Date: 05-29-2024  
Information provided by: Ramiro Anas  
Information last verified by: Ramiro Anas



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Administrative Services/City Treasurer  
Art Ziyalov, Information Technology Services Administrator

**Date:** October 7, 2024

**Subject:** Consideration to Authorize Submittal of a Letter of Commitment to the County of Los Angeles as a Subrecipient Applicant for the Federal Digital Equity Competitive Grant Program

### RECOMMENDATION:

It is recommended that the City Council authorize the submittal of a letter of commitment to the County of Los Angeles (County) as a subrecipient applicant (partner) for the Federal Digital Equity Competitive Grant Program (Competitive Grant Program) to support efforts to achieve digital equity, promote digital inclusion activities, and spur greater adoption and use of broadband among the covered populations as defined in the Digital Equity Act.

### BACKGROUND:

1. The Infrastructure Investment and Jobs Act, referred to as the Bipartisan Infrastructure Law, was signed into law by President Biden on November 15, 2021. The Act provides \$2.75 billion which established three grant programs to promote digital equity and inclusion with the aim to ensure that all people and communities have the skills, technology, and capacity needed to reap the full benefits of our digital economy.
2. On November 16, 2021, the County of Los Angeles Board of Supervisors (Board) approved a motion to invest in immediate and longer-term efforts to facilitate affordable and reliable high-speed internet services to underserved communities impacted by the digital divide. The motion designated the Internal Services Department (ISD) as the lead department responsible for coordinating the County's efforts on all community broadband infrastructure and residential service initiatives to close the digital divide.
3. On October 17, 2022, the City Council authorized a Memorandum of Understanding (MOU) between the City and the County of Los Angeles to support broadband connectivity and address the digital divide. Through this MOU, the City has participated in the County Intergovernmental Broadband Coordinating Committee (IBCC) to develop, implement, and

**Consideration to Authorize Submittal of a Letter of Commitment to the County of Los Angeles to Partner as a Subrecipient for the Digital Equity Competitive Grant Program**

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evaluate digital inclusion activities with Federal grant funding resources to ensure that communities most in need throughout the Los Angeles County region have equitable access to and use of digital inclusion resources and services to thrive in day-to-day activities.

4. On July 24, 2024, the National Telecommunications Information Administration (NTIA) published the Notice of Funding Opportunity for the Competitive Grant Program. The Competitive Grant Program is the third (and final) set of funds available from the Digital Equity Act.
5. On September 6, 2024, the County of Los Angeles requested letters of commitment from IBCC agencies to include as part of its application for the Competitive Grant to meet the September 23, 2024, deadline.
6. On September 16, 2024, the City Council requested to continue this item to the October 7, 2024 meeting.

**ANALYSIS:**

Promoting digital equity and inclusion aims to ensure that all individuals and communities, regardless of their socioeconomic status, geographic location, or other barriers, have access to the necessary skills, technology, and resources to fully participate in and benefit from the digital economy. This involves addressing disparities in internet access, digital literacy, and the availability of digital tools, which are increasingly essential for education, employment, healthcare, and civic engagement. By fostering digital equity, communities can bridge the digital divide, empower marginalized groups, and create opportunities for economic growth and social inclusion in an increasingly digital world.

To continue the existing efforts to address the digital divide amongst the City's residents, the County of Los Angeles has invited the City to be a Subrecipient Applicant (partner) in an application for the NTIA Competitive Grant Program. The County has designed their application program to focus on digital inclusion activities, specifically broadband internet and device distribution.

The County will serve as the Authorized Representative (i.e. primary applicant). As a Subrecipient Applicant, the City would receive funding to develop, implement, and evaluate broadband internet and devices distribution outreach, enrollment, and adoption activities. To achieve this, through the grant, the City would receive funding to conduct outreach and provide 400 broadband enabled computer devices to eligible households. It is estimated that 13.4 percent (i.e. 848) of total households Citywide do not have an internet subscription, and 9.7 percent (i.e. 613) of total households Citywide do not have a computer. Through this Competitive Grant, the

**Consideration to Authorize Submittal of a Letter of Commitment to the County of Los Angeles to Partner as a Subrecipient for the Digital Equity Competitive Grant Program**

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City would have the ability to make a significant improvement in the number of households that have a computer with internet access.

The Letter of Commitment outlines in detail the City's responsibilities as a partnering agency, which are summarized as follows:

- *Administrative Tasks:* City staff will be required to attend monthly grant/program meetings; monitor and track ongoing expenditures; and complete monthly financial reporting for reimbursement from the County.
- *Programmatic Tasks:* City staff will be responsible for creating a detailed implementation plan that outlines key logistics for the distribution, marketing and tracking of internet-enabled mobile hotspots and the internet-enabled laptop computers.
- *Matching Requirement:* As a condition of the partnership, the City will be responsible to provide a minimum 10% match in cash or in-kind contributions. In coordination with the Recreation and Community Services Department, this requirement will be achieved through existing staff resources and programs as well as the cost to provide City facilities on an "in kind" basis.

*Status Update:*

City Council continued this item from the September 16, 2024 meeting and requested additional information regarding the outcomes to be achieved through the grant, specifically related to the extent to which participants are monitored and tracked. Consequently, staff reached out to the Director of Digital Equity for the County of Los Angeles as the lead agency for this grant. The following additional information was received related to data and privacy:

Privacy information collected from participants.

Per the Digital Equity Competitive Grant Program (Competitive Grant Program) Notice of Funding Opportunity (NOFO), primary applicants and subrecipients must incorporate program measurement and evaluation activities in their program design and implementation. Please be advised that the National Telecommunications and Information Administration (NTIA) has not provided guidance yet on what specific privacy information is required to be collected as part of the Competitive Grant Program. Additional guidance will be requested from the NTIA upon receiving a successful Federal grant award. A Data Stewardship Plan will be implemented to safely collect, analyze, report, retain, and delete any Personally Identifiable Information (PII) for the Competitive Grant Program. As outlined in the Competitive Grant Program NOFO, the following data and information are required for collection from the NTIA:

- The Covered Population(s) being served
- The total number of individuals being served
- The number of individuals that belong to each Covered Population.

**Consideration to Authorize Submittal of a Letter of Commitment to the County of Los Angeles to Partner as a Subrecipient for the Digital Equity Competitive Grant Program**

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- For each activity or intervention, explain how the activity or intervention facilitates the purposes of the Competitive Grant program, specifically by promoting one or more of the following:
  - a) Economic stability including workforce development and employment opportunities
  - b) Education access
  - c) Health care access
  - d) Social and civic engagement
  - e) Community access to the benefits of Internet technology
- Anecdotal/personal testimony demonstrating the positive experiences generated through the Competitive Grant Program
- An assessment of the Competitive Grant Program effectiveness, including:
  - a) Whether the grant's intended objectives were accomplished, including whether it achieved its intended outcomes
  - b) Whether the program resulted in measurable changes in participants from the Covered Populations, such as in knowledge or skills, including collecting data before, during, and after the program to understand potential changes
  - c) Whether the activity or intervention is making/has made progress toward the goals and objectives of the grant

What will the data be used for?

All quantitative and qualitative data collected for the Competitive Grant Program will be used for performance measurement and evaluation purposes. Upon receiving a successful Federal grant award, the Data Stewardship Plan will be deployed, which includes technical assistance and training for subrecipients on appropriate quantitative and qualitative data usage. Additional guidance from NTIA will also be sought during the data collection phase.

Monitoring or tracking of internet activity and data collection.

Additional guidance regarding monitoring or tracking internet activity will be requested from the NTIA upon receiving a successful Federal grant award. From previous program experience, community members can self-disclose, via survey forms, what they plan or have been using their free connectivity and technology for. As previously mentioned, all quantitative and qualitative data collected for the Competitive Grant Program will be used solely for performance measurement and evaluation purposes and will not be shared with private companies for marketing or other purposes.

Support and assistance for the equipment (laptop/tablet and hotspot).

Upon receiving their mobile hotspot and internet-enabled devices, participants will access and use free digital literacy and skills training, digital navigation support services, and hardware and software technical support services provided by EveryoneOn and Human-I-T. Subrecipients will receive multilingual outreach flyers to promote these free digital inclusion resources and services to the community members who receive the free connectivity and technology.

**Consideration to Authorize Submittal of a Letter of Commitment to the County of Los Angeles to Partner as a Subrecipient for the Digital Equity Competitive Grant Program**

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Will a device use policy be provided when the devices are provided to the public?

A Transfer of Ownership and Liability Form (Form) will be developed and administered with legal guidance provided by the County of Los Angeles Office of County Counsel. The Form will be translated into multiple languages and provided to the community members to sign upon receiving free connectivity and technology.

This partnership with the County represents a significant opportunity to address the digital divide in our community. Doing so will help achieve the 2022-2026 Citywide Strategic Goal 1.3 *Focus on Community First*: “Improve the City’s use of technology to enhance customer service, work more efficiently, improve transparency for residents, businesses and other stakeholders, and increase community access to broadband.”

**BUDGET IMPACT:**

There will be no budget impact on the Fiscal Year 2024-2025 Adopted Budget to authorize the submittal of the Letter of Commitment and there is no request to appropriate funds at this time. This is the initial step in establishing the City as an application subrecipient.

If the County is awarded grant funds through the Digital Equity Competitive Grant, 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 letter of commitment to the County of Los Angeles to partner as a subrecipient for the Digital Equity Competitive Grant Program.

**ATTACHMENTS:**

- A. Letter of Commitment





# County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (323) 267-2101  
FAX: (323) 264-7135

**MICHAEL OWH**  
Director

*Speed. Reliability. Value.*

October 3, 2024

Nick Kimball  
City Manager  
City of San Fernando  
117 N Macneil Street  
San Fernando, CA 91340

**RE: Letter of Commitment (LOC) for the Digital Equity Competitive Grant Program**

Dear Nick Kimball:

On behalf of the County of Los Angeles (County), I want to thank your organization for working with the County Intergovernmental Broadband Coordinating Committee (IBCC) to develop, implement, and evaluate digital inclusion activities with Federal grant funding resources to ensure that communities most in need throughout the Los Angeles County region have equitable access to and use of digital inclusion resources and services to thrive in day-to-day activities. We greatly appreciate your organization's ongoing collaboration and partnership.

The purpose of this Letter of Commitment (LOC) is to establish and confirm a binding commitment with the County and your organization to develop, implement, and evaluate digital inclusion activities as part of the Federal Digital Equity Competitive Grant Program (Competitive Grant Program). The County will serve as the Authorized Representative (primary applicant) and your organization will serve as the Subrecipient Applicant (partner) for the Competitive Grant Program.

**Competitive Grant Program Overview**

The Competitive Grant Program is a \$1.25 billion program that provides Federal funding to support efforts to achieve digital equity, promote digital inclusion activities, and spur greater adoption and use of broadband among the covered populations as defined in the Digital Equity Act (DEA). As a Subrecipient Applicant to the County, if awarded, your organization will receive Competitive Grant Program funding to develop, implement, and evaluate Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities to advance the successful development, implementation, and management of the Competitive Grant Program.

Addressee

October 3, 2024

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### **Competitive Grant Program Subrecipient Applicant Digital Equity Need**

Your organization will carry out Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities in San Fernando, CA, CA where 13.4 percent (848) total households Citywide do not have an internet subscription and 9.7 percent (613) total households Citywide do not have a computer. Through the Competitive Grant Program funding, your organization will develop, implement, and evaluate Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities that will address the following key digital equity barriers for the following covered populations. Your organization will reach and serve 400 covered populations with Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities.

#### **Digital Equity Barriers**

- Challenging and inaccessible digital inclusion activities, resources, and services
- Distrust and mistrust of corporations and government entities
- Isolation and distance from digital inclusion activities, resources, and services
- Lack of access to digital inclusion activities, resources, and services
- Lack of awareness of digital inclusion activities, resources, and services
- Lack of reliable digital inclusion activities, resources, and services
- Poor quality digital inclusion activities, resources, and services
- Unaffordable digital inclusion activities, resources, and services

#### **Covered Populations**

- Aging individuals (ages 60 years and up)
- Individuals in households below 150% of the Federal Poverty Line
- Individuals with limited English proficiency
- Racial or ethnic communities

### **Competitive Grant Program Subrecipient Applicant Commitment to Advance Goals**

Your organization will advance the goals of the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities.

- Increase free broadband internet services access, adoption, and usage for the covered populations and subpopulations in Los Angeles County
- Increase free internet-enabled devices access and usage for the covered populations and subpopulations in Los Angeles County

Addressee

October 3, 2024

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## **Competitive Grant Program Subrecipient Applicant Scope of Work**

### Administrative Tasks

- Attend and participate in a virtual Competitive Grant Program Kickoff Meeting (one-time)
- Attend and participate in monthly Competitive Grant Program meetings and office hours (ongoing)
- Track and monitor their respective Competitive Grant Program budget and expenditures to ensure activities and spending are within compliance and meet the Grant Program requirements
- Track, compile, and submit Competitive Grant Program financial documents for monthly reimbursement to County staff (e.g., invoices, mileage tracking spreadsheets, personnel hours tracking spreadsheets, receipts, etc.)

### Programmatic Tasks

#### **Before the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities**

- Attend and participate in the in-person Digital Equity and Inclusion Capacity-Building Training (one-time)
- Create a Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Implementation Plan
  - A detailed implementation plan that outlines key logistics
- Obtain the necessary equipment, facilities, personal protective equipment (PPE), and supplies to develop and implement the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
  - PPE examples include but are not limited to (e.g., disinfecting wipes, face coverings, hand sanitizers, etc.)
  - Supplies examples include but are not limited to (e.g., canopies, chairs, display boards, electrical cords, laptop computers, name tags, tables, tablecloths, Wi-Fi hotspots, etc.)
- Coordinate, receive, and track the internet-enabled mobile hotspots and the internet-enabled laptop computers received from Human-I-T
- Print the Competitive Grant Program multilingual outreach flyers that promote the digital inclusion resources and services and other required forms and documentation needed for the implementation of the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
  - Multilingual outreach flyers to promote may include:
    - Free internet-enabled mobile hotspots
    - Free internet-enabled computing devices
    - Free in-person digital literacy and skills training
    - Free in-person AI literacy and skills training
    - Free virtual technical support services
    - Free in-person and virtual digital navigation support services
    - Free in-person and virtual workforce development services

#### **During the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities**

- Plan and organize the in-person Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
  - Align with existing large and mid-size scale Activities where the covered populations and subpopulations are already gathering
  - Align with existing community and public wraparound resources and services where the covered populations and subpopulations are already coming to receive support
  - Implement 10 Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities over 2 to 3 years
  - EveryoneOn and Human-I-T teams are available to provide any in-person day of support if needed
- Promote free internet-enabled mobile hotspots and free internet-enabled computing devices to the covered populations and subpopulations who attend the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
- Complete the Competitive Grant Program Online Intake Form if the covered populations and/or subpopulations have decided to receive free internet-enabled mobile hotspots and/or internet-enabled laptop computers
- Promote additional digital inclusion resources and services to the covered populations and subpopulations such as the following items below while completing the Competitive Grant Program Online Intake Form
  - Free in-person digital literacy and skills training
  - Free in-person AI literacy and skills training
  - Free virtual technical support services
  - Free in-person and virtual digital navigation support services
  - Free in-person and virtual workforce development services
- Check off and enroll the covered populations and subpopulations who are interested in the additional digital inclusion resources and services via the Competitive Grant Program Online Intake Form
- Confirm the Competitive Grant Program eligibility and qualifications criteria of each covered population and subpopulation and complete the required forms and documentation to administer the technology
- Administer the technology and the Competitive Grant Program multilingual outreach flyers to the covered populations and subpopulations
- Confirm key next steps with the covered populations and subpopulations to receive the additional digital inclusion resources and services

### **After the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities**

- Complete the Competitive Grant Program Online Community Outreach and Promotion Reporting Form immediately after each in-person Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Event

### Program Monitoring and Evaluation Tasks

- Promote and administer the Competitive Grant Program Online Evaluation Survey (e.g., emails, phone calls) to the covered populations and subpopulations who received the technology during the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
- Complete and submit the Competitive Grant Program Online Community Quotes Form to collect direct quotes from the covered populations and subpopulations who received the technology during the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
- Complete and submit the Competitive Grant Program Online Community Success Stories Form to collect direct success stories from the covered populations and subpopulations who received the technology during the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities

### **Competitive Grant Program Subrecipient Applicant Resources**

Your organization must allocate the appropriate equipment, facilities, personnel, supplies, etc. to develop, implement, and evaluate the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities.

### **Competitive Grant Program Subrecipient Applicant Funding Allocation**

Your organization will receive a total of \$425,596.00 to develop, implement, and evaluate the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities. This includes \$171,996.00 to distribute 400 internet-enabled laptop computers and \$153,600.00 to distribute internet-enabled mobile hotspots with 12 months of free subsidized broadband internet service to the covered populations. This also includes \$100,000.00 to develop, implement, and evaluate the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities. This funding allocated will be dedicated equally amongst covered population groups.

### **Competitive Grant Program Subrecipient Applicant Funding Match Requirement**

Your organization is expected to provide a 10 percent match of cash contributions or in-kind contributions of property, goods, or services for the \$425,596.00 funding allocation. Examples of in-kind contributions may include employee or volunteer services, equipment, supplies, indirect costs, computer hardware and software, and use of facilities. Your organization is encouraged to provide a 20 percent match to increase the competitiveness of the regional Competitive Grant Program application.

### **Competitive Grant Program Subrecipient Applicant Period of Performance**

The Competitive Grant Program period of performance for your organization will begin either in later calendar year 2025 or early calendar year 2026 through the end of calendar 2028. This includes calendar year 2029 for the Competitive Grant Program evaluation.

Addressee

October 3, 2024

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**Competitive Grant Program Subrecipient Applicant Good Standing Status with Federal and State Funding Agencies**

Your organization as a Subrecipient Applicant hereby warrants that neither it nor any of its staff members are restricted, excluded, or suspended from providing goods or services under any broadband-related programs funded by the Federal and State government, directly or indirectly, in whole or in part. Your organization will notify the County Director of Digital Equity within thirty (30) calendar days in writing of 1) any event that would require your organization or a staff member's mandatory exclusion or suspension from participation in a Federal or State government broadband-related funding programs; and 2) any exclusionary action taken by any agency of the Federal or State government against your organization or one or more staff members barring it or the staff members from participation in a Federal or State funded broadband-related programs, whether such bar is direct or indirect, or whether such bar is in whole or in part. Your organization must indemnify and hold the County harmless against any and all loss or damage the County and/or your organization may suffer arising from any Federal or State government exclusion or suspension of your organization or its staff members from such participation in Federal or State broadband-related funding programs.

**Competitive Grant Program Subrecipient Applicant Technical Assistance, Training, and Support Resources**

As the Authorized Representative, the County will streamline and centralize a Countywide Competitive Grant Program administration and management process where County staff will serve as the primary Competitive Grant Program administrator and manager for all Subrecipient Applicants. This includes organizing and implementing monthly Competitive Grant Program meetings and office hours for the Subrecipient Applicants to track deliverables, equity indicators, lessons learned, milestones, outcomes, outputs, and keep the Subrecipient Applicants informed of digital inclusion project activity progress.

**Competitive Grant Program Subrecipient Applicant Partnership Agreement**

Please be advised that this binding LOC is contingent upon the successful Competitive Grant Program funding award to the County as the Authorized Representative and primary applicant. Your commitment to serving as a Subrecipient Applicant to develop, implement, and evaluate Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities for the duration of the period of performance and evaluation period. The County will you're your informed of key Competitive Grant Program activities and progress.

Addressee

October 3, 2024

Page 7 of 7

The LOC is executed by both the County as the Authorized Representative and the City of San Fernando as the Subrecipient Applicant as a binding agreement upon receiving the signatures below.

---

Rebecca F. Kauma  
 Director of Digital Equity  
 Internal Services Department (ISD)  
 County of Los Angeles  
 [Insert County Staff Signature]  
 [Insert Date]

---

Nick Kimball  
 City Manager  
 City of San Fernando  
 [Insert Subrecipient Applicant Organization Signature]  
 [Insert Date]

**Contact Information**

The County looks forward to collaborating with your organization to develop, implement, and evaluate digital inclusion activities as part of the Competitive Grant Program funding opportunity. The County is confident that your organization’s efforts will successfully advance digital equity and inclusion Countywide and within your respective city/community through collective intergovernmental and cross-sector regional coordination.

Feel free to contact Rebecca F. Kauma at [rkauma@isd.lacounty.gov](mailto:rkauma@isd.lacounty.gov) if your organization has any follow-up questions regarding the LOC and/or the Competitive Grant Program.

Respectfully,  
 Rebecca F. Kauma  
 Director of Digital Equity  
 Internal Services Department (ISD)  
 County of Los Angeles  
[rkauma@isd.lacounty.gov](mailto:rkauma@isd.lacounty.gov)





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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Fabian Valdez, Police Chief  
CJ Chiasson, Acting Police Commander

**Date:** October 7, 2024

**Subject:** Consideration to Approve Co-Sponsorship of the 911 Cell Phone Bank Phone It Forward Charity Campaign and Approve Use of the City Seal

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Co-Sponsorship of “Phone it Forward” campaign (Attachment “A”) with the 911 Cell Phone Bank and associated events that would benefit and support victims of domestic violence;
- b. Approve the use of the City seal on printed material and social media for “Phone it Forward” pursuant to City Council Ordinance No. 1724 (Attachment “B”); and
- c. Authorize the participation in, and use of the City seal, for future “Phone it Forward” campaign and events, with City Manager approval.

### BACKGROUND:

1. In 2020, staff began donating unclaimed cell phones slated for destruction to the “911 Cell Phone Bank”, whose mission is to provide no-cost emergency phones to victims of domestic violence through donations of cell phones.
2. In February 2024, 911 Cell Phone Bank approached the City with a request to co-sponsor the “Phone it Forward” campaign in San Fernando, which is a charitable event that allows individuals, businesses, and organizations the opportunity to 'pay it forward' by donating unused electronic devices to help victims of domestic violence in their community.

**Consideration to Approve Co-Sponsorship of the 911 Cell Phone Bank Phone It Forward Charity Campaign and Approve Use of the City Seal**

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**ANALYSIS:**

In 2004, the “9-1-1 Cell Phone Bank” program was established by The Charitable Recycling Foundation, a nation-wide non-profit program that collects donated cell phones to address the need of emergency communications for vulnerable population, especially victims of human trafficking and domestic violence. The program supports law enforcements’ efforts to address the emergency communication needs of vulnerable individuals by providing no-cost emergency phones to victims of abuse and human trafficking, senior citizens, and other vulnerable persons in need.

Since its inception, the 911 Cell Phone Bank has provided tens of thousands of emergency phones across the United States, partnering with law enforcement agencies, victim services organizations, and other nonprofits to enhance public safety. By participating in this program, the City would be eligible to receive donated phones from 911 Cell Phone Bank through the Police Department to provide to victims of domestic violence in need.

The 911 Cell Phone Bank is recognized for its transparency and effectiveness in repurposing old phones into valuable emergency communication tools. Their long-standing partnerships with local governments, police agencies, and community organizations have helped establish their reputation as a trusted and efficient charity in the public safety sector.

By co-sponsoring this campaign, the City strengthens its partnership with the well-established organization and offers San Fernando stakeholders a tangible way to contribute to the welfare of those in need. The co-sponsorship facilitates the City’s ability to play an active role in improving emergency preparedness, offering critical communication tools to vulnerable populations and encouraging environmentally friendly practices through device recycling, while concurrently strengthening connections between the City, law enforcement, and the community through a valuable charitable effort.

**BUDGET IMPACT:**

The City's sponsorship will include printing and distribution of program and event materials, providing in-kind use of social media for marketing, and featuring the event on the City website. This would amount to less than \$20 in materials and all work performed by personnel would be performed during regular working hours. The costs related to printing and distributing these materials will be covered by the Department Supplies account in the Police Department's Adopted Fiscal Year 2024-2025 Budget.

**Consideration to Approve Co-Sponsorship of the 911 Cell Phone Bank Phone It Forward Charity Campaign and Approve Use of the City Seal**

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**CONCLUSION:**

Staff recommends the City Council approve Co-Sponsorship of the 911 Cell Phone Bank programs and events that would benefit and support the community; approve the use of the City seal on the 911 Cell Phone Bank print material and social media pursuant to City Council Ordinance No. 1724 (Attachment "A"); and authorize the participation in, and use of the City seal for 911 Cell Phone Bank programs and events, with City Manager approval.

**ATTACHMENT:**

- A. Ordinance No. 1724
- B. "Phone it Forward" Campaign Flyer

**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 2<sup>nd</sup> 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 2<sup>nd</sup> day of April, 2024 by the following vote of the City Council:

**AYES:** Solorio, Fajardo, Mendoza, Rodriguez - 4

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 16<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
Julia Fritz, City Clerk



# PHONE IT FORWARD CHARITY CAMPAIGN

## Give a Phone - Save a Life

Your device donation can literally save the life of a crime victim in our community.



Donate any personal electronic device: smartphone, tablet, laptop, smartwatch, iPad, game players, etc. (working or broken)

**100% FREE  
TAX-DEDUCTIBLE  
GUARANTEED  
SECURE**

[911cellphonebank.org](http://911cellphonebank.org)  
[ci.san-fernando.ca.us/sfpolice](http://ci.san-fernando.ca.us/sfpolice)

Together we give.

**Month of October**  
~ Device Drop-Off Location ~  
**San Fernando Police Department**  
**910 First St, San Fernando, CA**



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Fabian Valdez, Police Chief  
Jennifer Spatig, Management Analyst

**Date:** October 7, 2024

**Subject:** Consideration to Authorize Submittal of a Grant Application to the California Office of Emergency Services Urban Area Security Initiative for Cybersecurity Measures

### RECOMMENDATION:

It is recommended that the City Council authorize the preparation and submittal of a grant application to the California Office of Emergency Services Urban Area Security Initiative (UASI) to enhance the Department's cybersecurity.

### BACKGROUND:

1. The United States Congress first authorized the Urban Area Security Initiative (UASI) Grant Program in 2003 to help large urban areas enhance their capacity to prepare for, prevent, respond to, and recover from natural, technological, and human caused disasters such as acts of terrorism. These authorized funds may be used by local jurisdictions for assessing and developing security strategies, equipment, training personnel, and conducting training exercises with first responders to prepare for the aforementioned events.
2. On September 23, 2024, the Department received a Notice of Funding Opportunity (NOFA) for Fiscal Year 2025 UASI Grant Funds.

### ANALYSIS:

The Department of Homeland Security (DHS) oversees the Federal Emergency Management Agency (FEMA), which administers the UASI grant program. DHS sets the national security priorities and overall guidelines for the UASI program, while FEMA manages the day-to-day operations, including the allocation and distribution of UASI funds to states and urban areas. DHS determines the focus areas for UASI funding, such as terrorism prevention, preparedness, and response capabilities. FEMA ensures that the funds are distributed according to these priorities

## Consideration to Authorize Submittal of a Grant Application to the California Office of Emergency Services Urban Area Security Initiative for Cybersecurity Measures

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through a risk-based formula. The California Office of Emergency Services (CalOES) works with regional organizations such as the Los Angeles County Police Chiefs Association (LACPCA) to submit and prioritize project proposals that align with these national security objectives.

The Police Department actively participates in the UASI grant program to secure funding for enhanced security measures, through its membership in LACPCA. LACPCA carefully evaluates applications for UASI-funded projects to ensure alignment with regional interoperability objectives, focusing on preparation, prevention, and response to acts of terrorism. On behalf of its members, including the San Fernando Police Department, the LACPCA sets the grant program parameters and submits project proposals, with funding requests, to the California Office of Emergency Services within the guidelines set by DHS.

The 2025 UASI Grant Program is designed to strengthen communities against potential terrorist threats and other hazards. Funding allocation is specifically earmarked for activities related to preparation, prevention, and response to natural, technical, and human-caused disasters. Six (6) priority areas have been identified by FEMA/DHS:

1. **Enhancing The Protection of Soft Targets/Crowded Places**
2. **Enhancing Information and Intelligence Sharing and Analysis** among federal, state, local agencies, and private-sector partners to improve response to security threats.
3. **Combatting Domestic Violent Extremism** by focusing on identifying and addressing threats posed by individuals or groups motivated by extremist ideologies to commit violent acts, disrupting extremist recruitment, preventing radicalization, and enhancing law enforcement capabilities to detect and neutralize domestic threats.
4. **Enhancing Community Preparedness and Resilience** by strengthening local communities' ability to prepare for, respond to, and recover from natural and man-made disasters and emergencies,
5. **Enhancing Cybersecurity** by protecting critical infrastructure and systems from cyberattacks, improving cyber defense strategies, threat detection, and response mechanisms to reduce vulnerabilities and safeguard sensitive data.
6. **Enhancing Election Security** by protecting the integrity of the electoral process from interference or attacks, including cyberattacks on voting systems and disinformation campaigns.

Previous UASI Grant funds have enabled the Department to bolster station security through the procurement of security/surveillance cameras, implementation of physical access controls, acquisition of personal protective equipment, upgrades to the Emergency Operations Center, and securing Detective and Patrol parking lots. Each of these projects addresses an area of national priority for UASI funding.

With 2025 UASI grant funding, the Department is requesting authority to apply for resources to address the critical priority of cybersecurity. Cybersecurity is essential for police departments

## **Consideration to Authorize Submittal of a Grant Application to the California Office of Emergency Services Urban Area Security Initiative for Cybersecurity Measures**

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due to the handling of sensitive data such as criminal records, evidence, and personal information. A cyberattack could compromise investigations, officer safety, and public trust. Additionally, privacy laws necessitate cybersecurity measures to ensure compliance and protect sensitive data. As cyber threats grow more sophisticated, police departments must enhance their digital defenses to prevent unauthorized access and data breaches. Pursuing UASI funding for cybersecurity improvements will strengthen the Department's ability to protect its systems and maintain public safety.

Examples of projects within the priority area of cybersecurity include risk assessments, migrating online services to the ".gov" internet domain, improving cybersecurity of critical infrastructure, cybersecurity training and planning, and others. Police Department staff, along with the IT Systems Administrator, have identified specific projects for which to request grant funding. If approved, the Department will request funding to contract with a secondary (backup) server for the Police Department, laptop computers for remote use in the event of an emergency, and additional access control points to bring Department facilities to full security.

### Police Department Server.

The Department seeks authorization to pursue UASI funding for a secondary (backup) server to enhance redundancy and resiliency for the City's critical core server. In the event of a main server failure, the backup server would ensure continuity of critical public safety services and prevent disruptions, even during a server malfunction or cyberattack. On September 16, 2024, the City Council authorized IT staff to submit a grant application to the California Office of Emergency Services (CalOES) for the State and Local Cybersecurity Grant Program. This portion of the UASI project will complement the projects proposed the CalOES Local Cybersecurity Grant Program.

### Laptop Computers & Mobile Data Terminals.

The purchase of laptop computers and mobile data terminals (MDTs) for the Police Department is another component of the Department's proposed cybersecurity plan. In the event of a server failure or cyberattack, updated laptops and MDTs could be configured to allow staff to continue operations such as report writing, accessing databases and conducting investigations. Additionally, they can be used for mobile command during emergencies, enhancing the department's ability to provide uninterrupted incident response.

### Additional Access Control Points.

In 2022, the City received UASI grant funds to install security cameras and an access control system at the Police Department. While this project is currently underway, additional access points have been identified within the building. These include command staff offices and file rooms containing sensitive and confidential information. If approved, the Department will seek funding to finalize the access control project.

The Department anticipates requesting up to \$250,000 to fund these cybersecurity and access control improvements.



**Consideration to Authorize Submittal of a Grant Application to the California Office of Emergency Services Urban Area Security Initiative for Cybersecurity Measures**

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**BUDGET IMPACT:**

There will be no budget impact on the Fiscal Year 2024-2025 Adopted Budget to authorize the submittal of the UASI grant application and there is no need to appropriate funds at this time. This is the initial step in approving UASI funding. If the City is awarded grant funds through the Urban Area Security Initiative 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 UASI grant application to the California Office of Emergency Services through the Los Angeles County Police Chiefs Association.

**ATTACHMENT(S):**

- A. DHS Notice of Funding Opportunity Fiscal Year 2024 Homeland Security Grant Program
- B. UASI Grant Application Announcement Email

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

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Release Date: Apr 16, 2024

[Download a PDF Copy of this web page.](#)

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

## Updates in Grant Application Forms:

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

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

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**FEMA**

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  - d. Anticipated Award Date: No later than September 30, 2024.
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## **A. Program Description**

### **1. Issued By**

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

### **2. Assistance Listings Number**

97.067

### **3. Assistance Listings Title**

Homeland Security Grant Program

### **4. Funding Opportunity Title**



**FEMA**

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## Fiscal Year 2024 Homeland Security Grant Program (HSGP)

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

### 5. Funding Opportunity Number

DHS-24-GPD-067-00-98

### 6. Authorizing Authority for Program

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

### 7. Appropriation Authority for Program

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

### 8. Announcement Type

Initial

### 9. Program Category

Preparedness: Community Security

### 10. Program Overview, Objectives, and Priorities

#### a. Overview



**FEMA**

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

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

**1. State Homeland Security Program (SHSP):** SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

**2. Urban Area Security Initiative (UASI):** UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

**3. Operation Stonegarden (OPSG):** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.





Finally, for FY 2024, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists, who represent one of the most persistent threats to the nation<sup>[1]</sup>. Therefore, for FY 2024, DHS has identified six priority areas (see Section A.10.b) related to the most serious threats to the nation, as well as required minimum funding allocations.

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

## **b. Goals, Objectives, and Priorities**

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

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

- Build and sustain core capabilities, including Law Enforcement and Terrorism Prevention Activities and the National Priority Areas (see priorities below);
- Address capability gaps identified in their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.



**SHSP and UASI Funding Priorities:** Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2024, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2024, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, one of the priorities has a minimum spend requirement totaling 3% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 27% across the priorities. [The following are the six priority areas for FY 2024, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:](#)

1. Enhancing the protection of soft targets/crowded places – no minimum percent
2. Enhancing information and intelligence sharing and analysis – no minimum percent
3. Combating domestic violent extremism – no minimum percent
4. Enhancing cybersecurity – no minimum percent
5. Enhancing community preparedness and resilience – no minimum percent
6. Enhancing election security – 3%

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

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability gaps) identified through their THIRA/SPR process.



Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1. Effective planning<sup>[2]</sup>;
2. Training and awareness campaigns;
3. Equipment and capital projects; and
4. Exercises.

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

### FY 2024 SHSP and UASI Funding Priorities

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

Priority Areas	Core Capabilities	Example Project Types
<b>National Priorities</b>		



Priority Areas	Core Capabilities	Example Project Types
<p>Enhancing Cybersecurity</p>	<ul style="list-style-type: none"> <li>■ Cybersecurity</li> <li>■ Intelligence and information sharing</li> <li>■ Planning</li> <li>■ Public information and warning</li> <li>■ Operational coordination</li> <li>■ Screening, search, and detection</li> <li>■ Access control and identity verification</li> <li>■ Supply chain integrity and security</li> <li>■ Risk management for protection programs and activities</li> <li>■ Long-term vulnerability reduction</li> <li>■ Situational assessment</li> <li>■ Infrastructure systems</li> <li>■ Operational communications</li> </ul>	<ul style="list-style-type: none"> <li>■ Cybersecurity risk assessments</li> <li>■ Migrating online services to the “.gov” internet domain</li> <li>■ Projects that address vulnerabilities identified in cybersecurity risk assessments                             <ul style="list-style-type: none"> <li>■ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the <a href="#">Cybersecurity and Infrastructure Security Agency</a> and the <a href="#">National Institute of Standards and Technology Cybersecurity Framework (Version 1.1)</a></li> <li>■ Adoption of cybersecurity performance goals (<a href="#">CISA's Cross-Sector Cybersecurity Performance Goals</a>)</li> </ul> </li> <li>■ Cybersecurity training and planning</li> </ul>



Priority Areas	Core Capabilities	Example Project Types
<p>Enhancing the Protection of Soft Targets/ Crowded Places</p>	<ul style="list-style-type: none"> <li>■ Operational coordination</li> <li>■ Public information and warning</li> <li>■ Intelligence and information sharing</li> <li>■ Interdiction and disruption</li> <li>■ Screening, search, and detection</li> <li>■ Access control and identity verification</li> <li>■ Physical protective measures</li> <li>■ Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>■ Operational overtime. For more information on operational overtime, see Section D of this NOFO.</li> <li>■ Physical security enhancements                             <ul style="list-style-type: none"> <li>■ Security cameras (closed-circuit television [CCTV])</li> <li>■ Security screening equipment for people and baggage</li> <li>■ Lighting</li> <li>■ Access controls</li> <li>■ Fencing, gates, barriers, etc.</li> </ul> </li> <li>■ Unmanned Aircraft Systems and detection technologies</li> </ul>



Priority Areas	Core Capabilities	Example Project Types
<p>Enhancing information and intelligence sharing and analysis</p>	<ul style="list-style-type: none"> <li>■ Intelligence and information sharing</li> <li>■ Interdiction and disruption</li> <li>■ Planning</li> <li>■ Public information and warning</li> <li>■ Operational coordination</li> <li>■ Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>■ Fusion Center projects</li> <li>■ Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</li> <li>■ Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>■ Identification, assessment, and reporting of threats of violence</li> <li>■ Intelligence analysis training and planning</li> <li>■ Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the <a href="#">Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)</a></li> </ul>



Priority Areas	Core Capabilities	Example Project Types
<p>Combating Domestic Violent Extremism</p>	<ul style="list-style-type: none"> <li>■ Interdiction and disruption</li> <li>■ Intelligence and information sharing</li> <li>■ Planning</li> <li>■ Public information and warning</li> <li>■ Operational coordination</li> <li>■ Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>■ Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats</li> <li>■ Sharing and leveraging intelligence and information, including open-source analysis</li> <li>■ Development, implementation, and execution of threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence</li> <li>■ Training, awareness, and outreach programs to help identify and prevent radicalization, and report potential instances of terrorism and targeted violence</li> </ul>



Priority Areas	Core Capabilities	Example Project Types
<p>Enhancing Community Preparedness and Resilience</p>	<ul style="list-style-type: none"> <li>■ Planning</li> <li>■ Public Information and Warning</li> <li>■ Community Resilience</li> <li>■ Risk Management for Protection Programs and Activities</li> <li>■ Mass Care Services</li> <li>■ Intelligence and Information Sharing</li> <li>■ Risk and Disaster Resilience Assessment</li> <li>■ Long Term Vulnerability Reduction</li> </ul>	<ul style="list-style-type: none"> <li>■ Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment, and training aides                             <ul style="list-style-type: none"> <li>■ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity</li> </ul> </li> <li>■ Provide continuity training, such as FEMA’s Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations, such as homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience</li> <li>■ Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans</li> <li>■ Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households</li> <li>■ Execute <a href="#">You are the Help Until the Help Arrives</a> workshops in concert with community-based organizations to bolster individual preparedness</li> <li>■ Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help</li> <li>■ Promote community planning, coordination, and integration of children’s needs during emergencies through workshops like FEMA’s Integrating the Needs of Children</li> </ul>





Priority Areas	Core Capabilities	Example Project Types
<p>Enhancing Election Security</p>	<ul style="list-style-type: none"> <li>■ Cybersecurity</li> <li>■ Intelligence and information sharing</li> <li>■ Planning</li> <li>■ Long-term vulnerability reduction</li> <li>■ Situational assessment</li> <li>■ Infrastructure systems</li> <li>■ Operational coordination</li> <li>■ Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>■ Physical security planning support</li> <li>■ Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc.</li> <li>■ General election security navigator support</li> <li>■ Cyber navigator support</li> <li>■ Cybersecurity risk assessments, training, and planning</li> <li>■ Projects that address vulnerabilities identified in cybersecurity risk assessments</li> <li>■ Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection</li> <li>■ Distributed Denial of Service protection</li> <li>■ Migrating online services to the “.gov” internet domain</li> <li>■ Online harassment and targeting prevention services</li> <li>■ Public awareness/preparedness campaigns discussing election security and integrity measures</li> </ul>
<p><b>Enduring Needs</b></p>		



Priority Areas	Core Capabilities	Example Project Types
<p>Planning</p>	<ul style="list-style-type: none"> <li>■ Planning</li> <li>■ Risk management for protection programs and activities</li> <li>■ Risk and disaster resilience assessment</li> <li>■ Threats and hazards identification</li> <li>■ Operational coordination</li> <li>■ Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>■ Development of:                             <ul style="list-style-type: none"> <li>■ Security Risk Management Plans</li> <li>■ Threat Mitigation Plans</li> <li>■ Continuity of Operations Plans</li> <li>■ Response Plans</li> <li>■ Vulnerability Assessments                                     <ul style="list-style-type: none"> <li>■ Assessments should consider the impacts of climate change on investments to close identified security gaps<sup>[3]</sup></li> </ul> </li> </ul> </li> <li>■ Efforts to strengthen governance integration between/among regional partners</li> <li>■ Joint training and planning with DHS officials and other entities designated by DHS</li> <li>■ Cybersecurity training and planning</li> <li>■ Revision of existing plans to strengthen community resilience in underserved communities</li> </ul>
<p>Training and Awareness</p>	<ul style="list-style-type: none"> <li>■ Long-term vulnerability reduction</li> <li>■ Public information and warning</li> <li>■ Operational coordination</li> <li>■ Situational assessment</li> <li>■ Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>■ Active shooter training, including integrating the needs of persons with disabilities</li> <li>■ Intelligence analyst training</li> <li>■ SAR and terrorism indicators/behaviors training</li> <li>■ Security training for employees</li> <li>■ Public awareness/preparedness campaigns</li> <li>■ Cybersecurity training and planning</li> <li>■ Sharing and leveraging intelligence and information</li> <li>■ Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations</li> </ul>



Priority Areas	Core Capabilities	Example Project Types
Equipment and Capital Projects	<ul style="list-style-type: none"> <li>■ Long-term vulnerability reduction</li> <li>■ Infrastructure systems</li> <li>■ Operational communications</li> <li>■ Interdiction and disruption</li> <li>■ Screening, search and detection</li> <li>■ Access control and identity verification</li> <li>■ Physical protective measures</li> </ul>	<ul style="list-style-type: none"> <li>■ Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments</li> <li>■ Physical security enhancements                             <ul style="list-style-type: none"> <li>■ Security cameras (CCTV)</li> <li>■ Security screening equipment for people and baggage</li> <li>■ Lighting</li> <li>■ Access Controls                                     <ul style="list-style-type: none"> <li>■ Fencing, gates, barriers, etc.</li> </ul> </li> </ul> </li> <li>■ Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities</li> <li>■ Chemical/Biological/Radiological/Nuclear/Explosive detection, prevention, and response equipment</li> </ul>
Exercises	<ul style="list-style-type: none"> <li>■ Long-term vulnerability reduction</li> <li>■ Operational coordination</li> <li>■ Operational communications</li> <li>■ Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>■ Response exercises, including exercise planning with community-based organizations</li> </ul>

For FY 2024, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the National Priority Area with a minimum spend requirement (Enhancing Election Security). The investment must also account for at least the relevant minimum percentage (totaling 3%) of the applicant’s SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-



level information at the time of application, including the National Priority Area IJs, but are not required to do so. ***As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.*** However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

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

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

**FY 2024 OPSG Funding Priority**

Priority Areas	Core Capabilities	Lifelines	Example Project Types
<b>National Priorities</b>			



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

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

**c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan**

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



The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

## 11. Performance Measures

Performance metrics for this program:

### SHSP and UASI:

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

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

### OPSG:

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

## B. Federal Award Information



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

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

## SHSP Allocations

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

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35% of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four



territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08% of the total funds allocated for grants under Sections 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

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

### FY 2024 SHSP Allocations

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Alabama	\$4,362,750	Montana	\$4,362,750
Alaska	\$4,362,750	Nebraska	\$4,362,750
American Samoa	\$997,200	Nevada	\$4,362,750
Arizona	\$4,362,750	New Hampshire	\$4,362,750





<b>State/Territory</b>	<b>FY 2024 Allocation</b>	<b>State/Territory</b>	<b>FY 2024 Allocation</b>
Arkansas	\$4,362,750	New Jersey	\$6,367,357
California	\$51,332,060	New Mexico	\$4,362,750
Colorado	\$4,362,750	New York	\$61,229,940
Connecticut	\$4,362,750	North Carolina	\$4,576,849
Delaware	\$4,362,750	North Dakota	\$4,362,750
District of Columbia	\$4,576,849	Northern Mariana Islands	\$997,200
Florida	\$8,409,514	Ohio	\$5,571,852
Georgia	\$4,759,790	Oklahoma	\$4,362,750
Guam	\$997,200	Oregon	\$4,362,750
Hawaii	\$4,362,750	Pennsylvania	\$7,322,627



<b>State/Territory</b>	<b>FY 2024 Allocation</b>	<b>State/Territory</b>	<b>FY 2024 Allocation</b>
Idaho	\$4,362,750	Puerto Rico	\$4,362,750
Illinois	\$12,505,419	Rhode Island	\$4,362,750
Indiana	\$4,362,750	South Carolina	\$4,362,750
Iowa	\$4,362,750	South Dakota	\$4,362,750
Kansas	\$4,362,750	Tennessee	\$4,362,750
Kentucky	\$4,362,750	Texas	\$16,389,406
Louisiana	\$4,362,750	U.S. Virgin Islands	\$997,200
Maine	\$4,362,750	Utah	\$4,362,750
Maryland	\$6,367,357	Vermont	\$4,362,750
Massachusetts	\$5,571,852	Virginia	\$7,322,627



**FEMA**

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Michigan	\$4,576,849	Washington	\$5,571,852
Minnesota	\$4,362,750	West Virginia	\$4,362,750
Mississippi	\$4,362,750	Wisconsin	\$4,362,750
Missouri	\$4,362,750	Wyoming	\$4,362,750
<b>Total</b>			<b>\$373,500,000</b>

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### UASI Allocations

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

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



necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

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

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

**FY 2024 UASI Allocations**

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Arizona	Phoenix Area	\$4,712,190
California	Anaheim/Santa Ana Area	\$4,712,190
	Bay Area	\$32,754,895



State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Los Angeles/Long Beach Area	\$59,395,378	
Riverside Area	\$3,500,484	
Sacramento Area	\$3,410,728	
San Diego Area	\$14,760,877	
Colorado	Denver Area	\$3,500,484
District of Columbia	National Capital Region	\$45,201,207
Florida	Jacksonville Area	\$1,346,340
	Miami/Fort Lauderdale Area	\$13,040,425
	Orlando Area	\$3,410,728
	Tampa Area	\$3,410,728



State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Georgia	Atlanta Area	\$6,911,212
Hawaii	Honolulu Area	\$1,346,340
Illinois	Chicago Area	\$59,395,378
Indiana	Indianapolis Area	\$1,476,785
Louisiana	New Orleans Area	\$1,476,785
Maryland	Baltimore Area	\$3,410,728
Massachusetts	Boston Area	\$14,941,233
Michigan	Detroit Area	\$4,712,190
Minnesota	Twin Cities Area	\$4,712,190
Missouri	Kansas City Area	\$1,476,785



State/Territory	Funded Urban Area	FY 2024 UASI Allocation
St. Louis Area	\$3,410,728	
Nevada	Las Vegas Area	\$4,712,190
New Jersey	Jersey City/Newark Area	\$16,722,687
New York	New York City Area	\$156,131,176
North Carolina	Charlotte Area	\$3,410,728
Ohio	Cincinnati Area	\$1,476,785
	Cleveland Area	\$1,476,785
	Columbus Area	\$1,346,340
Oregon	Portland Area	\$3,410,728
Pennsylvania	Philadelphia Area	\$14,941,233



State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Pittsburgh Area		\$1,476,785
Tennessee	Nashville Area	\$1,346,340
Texas	Austin Area	\$1,500,000
	Dallas/Fort Worth/Arlington Area	\$14,941,233
	Houston Area	\$21,748,776
	San Antonio Area	\$3,410,728
Virginia	Hampton Roads Area	\$3,410,728
Washington	Seattle Area	\$5,609,750
<b>Total</b>		<b>\$553,500,000</b>

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**OPSG Allocations**





For FY 2024, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2024 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. ***The THIRA/SPR process is not required for OPSG.***

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

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

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



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

**2. Projected Number of Awards** **56**

**3. Period of Performance:** **36**  
**months**

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

**4. Projected Period of Performance Start Date(s):**  
**09/01/2024**

**5. Projected Period of Performance End Date(s):**  
**08/31/2027**

**6. Projected Budget Period(s)**

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



## 7. Funding Instrument Type:

Grant

### C. Eligibility Information

#### 1. Eligible Applicants

***The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants.*** All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

#### 2. Applicant Eligibility Criteria

The SAA is the only eligible applicant.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the **Authorized Organization Representative (AOR)** must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***



### 3. Subawards and Beneficiaries

#### ***a. Subaward Allowability***

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

#### ***b. Subrecipient Eligibility***

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

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

In FY 2024, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2024, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of



government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

### ***c. Other Subaward Information***

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

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

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

### ***d. Beneficiaries or Participants***



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

## 4. Other Eligibility Criteria/Restrictions

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

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS). The list of objectives used for progress and achievement reporting is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

### b. Emergency Management Assistance Compact (EMAC) Membership

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of the EMAC, except for the American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to the EMAC at this time. All assets supported in part or entirely with FY 2024 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

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

Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. **For FY 2024, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA.** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as



defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. [Information Bulletin \(IB\) 485](#) includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments [IB 473](#). Both IBs are applicable to the FY 2024 HSGP NOFO. More information on allowable investments can also be found in the Allowable Costs Matrix section below.

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

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. More information about operational overtime costs can be found in Section D.13 “Funding Restrictions and Allowable Costs” below.

## 5. Cost Share or Match

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



## D. Application and Submission Information

### 1. Key Dates and Times

- a. Application Start Date: 04/16/2024
- b. Application Submission Deadline: 06/24/2024 at 5 p.m. ET

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

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

**FEMA will not review applications that are received after the deadline or consider these late applications for funding.** FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

**Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline.** Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.





A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

- c. **Anticipated Funding Selection Date:** No later than August 23, 2024
- d. **Anticipated Award Date:** No later than September 30, 2024
- e. **Other Key Dates:**

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline



## 2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

## 3. Address to Request Application Package

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

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

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

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

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM. Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.



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

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

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

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

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but



also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 6. Electronic Delivery

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

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

## 7. How to Register to Apply



**FEMA**

a. General Instructions:

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

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

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

b. Obtain an UEI Number:

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

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

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a login.gov account:



Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: [https://secure.login.gov/sign\\_up/enter\\_email?request\\_id=34f19fa8-14a2-438c-8323-a62b99571fd3](https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3).

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

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

e. Register with SAM:

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

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

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

i. Additional SAM Reminders

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



**before FEMA’s system recognizes the information.**

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

**ii. Help with SAM**

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

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

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

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

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

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



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## 8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family> Applicants should review these forms before applying to ensure they have all the information required.

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

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

## 9. Timely Receipt Requirements and Proof of Timely Submission

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

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





## 10. Content and Form of Application Submission

### a. Standard Required Application Forms and Information

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

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

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

### b. Program-Specific Required Forms and Information



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

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

#### **i. IJ Development: SHSP and UASI**

As part of the FY 2024 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2024 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for the one National Priority Area with a minimum spend requirement (Enhancing Election Security) identified in this NOFO. This IJ must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. ***All projects associated with the minimum spend of a National Priority Area must be submitted in the same IJ.*** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include IJs that (1) meet the minimum spend requirement for the Enhancing Election Security priority area and (2) meet the overall 30% spending requirement across the National Priority Areas will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- i. Support terrorism preparedness; and



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

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

- i. Prevent a threatened or an actual act of terrorism;
- ii. Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- iii. Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- iv. Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategic Implementation Report (BSIR) due by January 30, 2025. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2024 BSIR due January 30, 2025. DHS/FEMA will not reduce FY 2024 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

## II. Development of Investments and Projects: SHSP and UASI

1. Applicants must propose at least two (2) and may include up to 12 investments.



2. Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
3. Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
4. All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);
  - Primary core capability the project supports;
  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.
5. Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
6. FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

### III. National Priority Area Investments: SHSP and UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

#### Soft Targets/Crowded Places (no minimum percent)

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not



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incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities. Additionally, it is important that personnel responding to incidents at these locations are trained on key operational systems, such as ICS, to ensure proper command, control, and coordination of on-scene incident management.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

While not required, applicants are encouraged to submit an investment related to protecting soft targets/crowded places. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

### **Information and Intelligence Sharing (no minimum percent)**



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Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

While there is no minimum spend for this National Priority Area, applicants are required to include at least one dedicated fusion center project under this priority area. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

### **Domestic Violent Extremism (no minimum percent)**



As stated in the [Homeland Threat Assessment 2024](#), terrorism, including domestic violent extremism, remains a top threat to the Homeland. Domestic violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States.

While not required, applicants are encouraged to submit an investment related to combatting the rise, influence, and spread of domestic violent extremism. Investments under this priority may include the development, implementation, and execution of prevention-focused program and initiatives, such as threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](#).

### **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients of FY 2024 HSGP grant awards who do not accept the funding allocated to them through the FY 2024 State and Local Cybersecurity Grant Program (SLCGP) will be required to complete the 2024 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity



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posture. Completion of the NCSR is optional for all other recipients of FY 2024 HSGP funding. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR is estimated to be open from October 2024 through February 2025.

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

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

### **Community Preparedness and Resilience (no minimum percent)**

Community organizations are the backbones of American civic life, both during “blue skies” and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community’s resilience. According to FEMA’s [2023 National Household Survey](#), only 57% of adults have taken at least three preparedness actions to bolster individual and household resilience. . In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.





Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster, consistent with applicable law.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

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

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

### **Election Security (3%)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on



the country. Additionally, the [Homeland Threat Assessment 2024](#) indicates that electoral processes remain an attractive target for many adversaries.

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

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

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

#### **iv. Development of Fusion Center Projects: SHSP and UASI**

Each applicant must identify a fusion center project that will:

1. Indicate alignment to a designated Fusion Center; and
2. Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

#### **Sample Fusion Center Funding Itemization**

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.



*The X Fusion enhancement project will fund:*

1. *Salaries, benefits, and training for X number of Fusion Center intelligence analysts; and*
2. *Travel costs associated with fusion center analyst training.*

*This project will directly sustain the Center’s current capabilities and performance and directly aligns with performance measures 2024.XXX.*

*We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

<b>Solution Area and Amount of Proposed Funding</b>		<b>Percent of Proposed Funding</b>
<i>Planning:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Organization:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Equipment:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Training:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Exercises:</i>	<i>\$0</i>	<i>0%</i>
<b>Total:</b>	<b>\$420,000</b>	<b>100%</b>



## v. Completing IJs in the FEMA GO: SHSP and UASI

In the Related Documents section of the [Grants.gov](#) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](#) posting to assemble the information required for each project, which will facilitate the input of that information into FEMA GO.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area.

## vi. Development of Concept of Operations for OPSG

As part of the FY 2024 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the



review and selection criteria identified in this NOFO. OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

### **Information and Intelligence Sharing and Cooperation**

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners.

Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

### **vii. Development of Operations Orders for OPSG**

#### **Operations Order Template Instructions**



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To access the OPSG Operations Order Template:

1. Find the Homeland Security Grant Program posting via the search function on [Grants.gov](https://www.grants.gov);
2. Select the Related Documents tab on the posting; and
3. Click on the OPSG Operations Order Template and fill out all sections of the template.

## Executive Summary Overview

Operations order executive summary must:

1. Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
2. Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

## Budget Requirements Overview

Operations Order Detailed Annual Budget must:

1. Explain how costs and expenses were estimated; and
2. Provide a narrative justification for costs and expenses. Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

## Submission Requirements

Operations Orders must meet the following submission requirements:

1. Must be submitted as an Adobe PDF document;
2. All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
3. Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/FRAGO.



4. Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

## viii. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the [Grants.gov](#) posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

## 11. Other Submission Requirements

### a. Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).

### b. Emergency Communications Investments

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability





Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

## 12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372

(See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

## 13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and



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conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

#### a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

See the [Preparedness Grants Manual](#) for information on prohibitions on expending FEMA award funds for covered telecommunications equipment or services.

#### b. Pre-Award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

#### c. Management and Administration (M&A) Costs

M&A costs are allowed by the 2024 DHS Appropriations Act. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the



program. As such, M&A costs can be itemized in financial reports. Other M&A cost examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its election security investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing election security National Priority Area.

While the SAA may retain up to 5% of HSGP funds awarded for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP, UASI, and OPSG funds passed through to subrecipients must be based on the state's total HSGP award prior to withholding any M&A. The maximum amount of M&A the SAAs may retain is calculated based on the total amount received under all HSGP awards. For example, if the award were as follows:

SHSP: \$500,000

OPSG: \$200,000

UASI: \$300,000

Total HSGP Award: \$1,000,000

The maximum M&A the SAA is authorized for use of the total HSGP award would be \$50,000. ( $\$1,000,000 \times 5\% = \$50,000$ ). **For OPSG subawards, the SAA must ensure that subrecipients receive 100% of their respective OPSG allocation amounts.** In the above example, the SAA could not retain any amount of the OPSG award, including amounts for M&A, and would be required to ensure that the full \$200,000 of that OPSG award was received by the subrecipients.



Because the OPSG allocation is a component of the SHSP award, SAAs may retain 5% of the total SHSP award (SHSP + OPSG awards) for M&A and may use this amount to cover the costs of M&A that are directly allocable to both OPSG and SHSP. In the above example, the total amount of the SHSP and OPSG award is \$700,000; therefore, the SAA may retain \$35,000, which represents up to 5% of the \$700,000. This represents \$500,000 of the SHSP award for M&A while ensuring that the full amount of the OPSG award is distributed to the appropriate subrecipients.

HSGP recipients are also reminded that any M&A deducted by the SAA from the UASI grant program award must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to an OPSG or SHSP award.

Specific for OPSG, subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

M&A charged to OPSG, SHSP, or UASI funding must be used to support that particular program.

#### **d. Indirect Facilities & Administrative (F&A) Costs**

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal



with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the [Preparedness Grants Manual](#).

**e. Funds Transfer Restrictions**

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

**f. Evaluation Costs**

Evaluation costs are allowable. See Section H.2 “Program Evaluation” for more details.

**g. Allowable Cost Matrix for SHSP, UASI, and OPSG**

The following matrix lists allowable cost activities across cost categories described above and below. The [Preparedness Grants Manual](#) includes additional information on allowable costs. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area’s core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate FEMA Headquarters (HQ) Preparedness Officer.

Allowable Program Activities	SHSP	UASI
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<b>Allowable Planning Costs</b>		
Developing hazard/threat-specific annexes	Y	Y
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y
Developing related terrorism and other catastrophic event prevention activities	Y	Y
Developing and enhancing plans and protocols	Y	Y
Developing or conducting assessments	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y



Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y
Update governance structures and processes and plans for emergency communications	Y	Y
Development, and review and revision of continuity of operations plans	Y	Y
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y
<p><b>Allowable Organizational Activities</b></p> <p><b>Note:</b> Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that the expenses are for the allowable activities within the scope of the grant.</p>		
Program management	Y	Y
Development of whole community partnerships	Y	Y
Structures and mechanisms for information sharing between the public and private sector	Y	Y



Implementing models, programs, and workforce enhancement initiatives	Y	Y
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y
Operational support	Y	Y
Utilization of standardized resource management concepts	Y	Y
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y
Cost of migrating online services to the “.gov” domain	Y	Y



<b>Allowable Equipment Categories</b>		
Personal Protective Equipment	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y
CBRNE Operational Search and Rescue Equipment	Y	Y
Information Technology	Y	Y
Cybersecurity Enhancement Equipment	Y	Y
Interoperable Communications Equipment	Y	Y
Detection	Y	Y
Decontamination	Y	Y
Medical countermeasures	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y
CBRNE Reference Materials	Y	Y





CBRNE Incident Response Vehicles	Y	Y
Terrorism Incident Prevention Equipment	Y	Y
Physical Security Enhancement Equipment	Y	Y
Inspection and Screening Systems	Y	Y
Animal Care and Foreign Animal Disease	Y	Y
CBRNE Prevention and Response Watercraft	Y	Y
CBRNE Prevention and Response Unmanned Aircraft	Y	Y
CBRNE Aviation Equipment	Y	Y
CBRNE Logistical Support Equipment	Y	Y
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y
Critical emergency supplies	Y	Y



General use vehicle acquisition, lease, and rental	N	N
Specialized vehicle acquisition, lease, and rental	Y	Y
Other Authorized Equipment	Y	Y
<b>Allowable Training Costs</b>		
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y
Training workshops and conferences	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y
Travel	Y	Y
Supplies	Y	Y



Instructor certification/re-certification	Y	Y
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y
Preparedness training for community preparedness initiatives and programs	Y	Y
Interoperable communications training	Y	Y
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y
Immigration enforcement training	Y	Y
<b>Allowable Exercise Related Costs</b>		
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y
Implementation of HSEEP	Y	Y
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y



Travel	Y	Y
Supplies	Y	Y
Interoperable communications exercises	Y	Y
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y
<b>Allowable M&amp;A Costs</b>		
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y
Overtime and backfill costs	Y	Y
Travel	Y	Y
Meeting related expenses	Y	Y
Authorized office equipment	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y



Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y
Completing the Civil Rights Evaluation Tool	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y
<b>LETPA Costs</b>		
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y



Implementation of the "If You See Something, Say Something®" campaign	Y	Y
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y

### h. SHSP and UASI Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

### i. Planning

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and



maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in [Comprehensive Preparedness Guide \(CPG\) 101 v3](#). Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the [Infrastructure Resilience Planning Framework](#) and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

## ii. Organization

### [Preparedness Grants Manual](#).

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification (IJ) submission. Organizational activities include:

1. Program management;
2. Development of whole community partnerships, through groups such as Citizen Corp Councils;
3. Structures and mechanisms for information sharing between the public and private sector;
4. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
5. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
6. Operational Support;
7. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
8. Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
9. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-



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412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
10. All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the State Administrative Agency (SAA) and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
11. Migrating online services to the ".gov" internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide Interoperability Coordinators (SWICs).

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

1. Documentation explaining why the cap should be waived;
2. Conditions under which the request is being submitted; and
3. A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.



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Please see [IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 \(Public L. No. 110-412 – the PRICE Act\)](#), dated October 30, 2019, for additional information on the waiver request process.

### iii. Equipment

Equipment costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the [Authorized Equipment List](#) (AEL). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECOM Guidance on Emergency Communications Grants](#) (SAFECOM Guidance) recommendations. Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with



an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's POP for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the [National Emergency Medical Services Information System](#).

Recipients are reminded that school hardening is an eligible activity under SHSP and UASI. School hardening measures include but are not limited to:

1. Bullet resistant doors and glass;
2. Hinge-locking mechanisms;
3. Immediate notification to emergency 911 systems;
4. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;
5. Installation of distraction devices or other countermeasures administered by law enforcement; and
6. Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP and UASI funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Small Unmanned Aircraft Systems (sUAS) and critical emergency supply costs are allowable under this program. See the [Preparedness Grants Manual](#) for more information.

## General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC<sup>[4]</sup> and allowable under 6



U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff<sup>[5]</sup> engaged in homeland security program activity.

## Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.<sup>[6]</sup>

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.



Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

### **Construction and Renovation**

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the [Preparedness Grants Manual](#) for more information.

#### **iv. Training and Exercises**

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).



Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in an IPP and addressed in the state or high-risk urban area training cycle. Emergency preparedness training related to those training gaps, including related to under-represented, diverse populations that may be more impacted by disasters, is allowable. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instructional design.

## **Law Enforcement Readiness**

SHSP or UASI grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP or UASI subrecipients with agreements under section 287(g) of the *Immigration and Nationality Act* (INA) (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis.

## **v. Maintenance and Sustainment**

Maintenance and sustainment related costs are allowed under this program only as described in the [Preparedness Grants Manual](#).



## vi. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under SHSP and UASI.

## vii. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All recipients and subrecipients of HSGP funds, including SHSP and UASI allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

1. **Hiring.** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
2. **Overtime.** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
3. **Backfill-Related Overtime.** Also called “Overtime as Backfill,” these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside





their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

4. **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

### Authorized Operational Overtime Categories

	Category	Description
1	<b>National Terrorism Advisory System (NTAS)</b>	Security measures in response to an increase in the threat level under the NTAS to an “elevated” or “imminent” alert status. FEMA Information Bulletin No. 367, <a href="#">Impact of National Terrorism Advisory System on Homeland Security Grant Programs</a> , remains applicable; therefore, advance authorization from FEMA is not required. Refer to <a href="#">National Terrorism Advisory System   Homeland Security (dhs.gov)</a> for additional information on the NTAS.
2	<b>National Security Special Event (NSSE)</b>	Security measures for a <u>designated</u> NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.



	Category	Description
3	<b>Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events</b>	<p>Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below:</p> <ul style="list-style-type: none"> <li>■ SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support.</li> <li>■ SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support.</li> <li>■ SEAR 3: An event of national and/or international importance that requires only limited federal support.</li> <li>■ SEAR 4: An event with limited national importance that is managed at state and local level.</li> </ul> <p>NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.</p>
4	<b>States of Emergency</b>	<p>Declarations of states of emergency by the Governor <u>associated with a terrorism-related threat or incident</u>. This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.</p>
5	<b>National Critical Infrastructure Prioritization Program (NCIPP)</b>	<p>Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP <u>based on a terrorism-related threat</u> to critical infrastructure.</p>
6	<b>Directed Transit Patrols</b>	<p>Targeted security patrols in airports and major transit hubs <u>based on a terrorism-related threat</u> to transportation systems.</p>





	Category	Description
7	<b>Other Related Personnel Overtime Costs</b>	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.
8	<b>Operational Support to a Federal Agency</b>	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the <i>Maritime Transportation Security Act of 2002</i> ), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.



All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

### **Administration of Operational Overtime Requests**

1. Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
2. All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
3. Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
4. Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
5. States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the Urban Area Working Group (UAWG) and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and
6. FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.



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### **viii. Secure Identification**

Secure identification costs are allowed under this program. SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

### **ix. Multiple Purpose or Dual-Use of Funds**

Please see the [Preparedness Grants Manual](#) for information on multiple purpose of dual-use of funds under SHSP and UASI.

#### **i. OPSG Other Direct Costs**

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

#### **i. Planning**

Planning costs are allowed under this program only as described in this funding notice. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable planning activities for OPSG.



## ii. Organization

Organization costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). See the Allowable Cost Matrix in Section D.13.g above for more information on allowable organizational activities for OPSG.

## iii. Equipment

Equipment costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

1. **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: "**Purchased with DHS funds for Operation Stonegarden Use.**"
2. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational



activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.

**3. Vehicle and Equipment Acquisition, Including Leasing and Rentals**

. Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.

**4. Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

### Requirements for Small Unmanned Aircraft Systems

Small Unmanned Aircraft Systems (sUAS) are allowable under the HSGP. See the [Preparedness Grants Manual](#) for more information.

### General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC<sup>[7]</sup> and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff<sup>[8]</sup> engaged in homeland security program activity.

### Controlled Equipment



For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.<sup>[9]</sup>

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.





## Construction and Renovation

OPSG funds may not be used for any construction.

## iv. Training and Exercises

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#) (e.g., related to EHP compliance). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

## Law Enforcement Readiness

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *INA* program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

## v. Maintenance and Sustainment

Maintenance and sustainment related costs are allowed under this program only as described in the [Preparedness Grants Manual](#).

## vi. Travel



Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under OPSG.

## vii. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), *Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)*.

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements'





operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **Operational Overtime Costs**

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

1. Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
2. Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations;
3. The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
4. All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
5. The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.



## Intelligence Support

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

1. Complete training to ensure baseline proficiency in intelligence analysis and production within six (6) months of being hired; and/or,
2. Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

### viii. Regional Border Projects

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

1. Communications equipment;
2. Radio systems and repeaters;
3. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
  - Intelligence analysts.
4. Situational Awareness equipment:



- License Plate Reader Networks;
- Visual detection and surveillance systems;
- Sensor Systems;
- Radar Systems (for air and/or marine incursions); and
- Aircraft systems (manned or unmanned).

## **ix. Transportation Costs and Costs Related to the Provision of Acute Medical Care**

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

## **x. Temporary or Term Appointments**

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:



1. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;
2. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
  - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
  - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
3. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;
4. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
  - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
  - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
  - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
5. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and
6. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

**j. Unallowable Costs for SHSP, UASI, and OPSG**

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-



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related costs include:

- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

### **i. Unallowable Costs for OPSG Only**

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to [IB 421b](#), or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

## **E. Application Review Information**

### **1. Application Evaluation Criteria**

#### **a. Programmatic Criteria**

##### **i. Risk Methodology**

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, individuals inspired by terrorists



abroad, and the assessment of vulnerabilities and potential consequences. DHS defines risk as: “potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences.” See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018). The FEMA risk methodology is focused on three elements:

1. **Threat:** the likelihood of an attack being attempted by an adversary;
2. **Vulnerability:** the likelihood that an attack is successful, given that it is attempted; and
3. **Consequence:** the effect of an event, incident, or occurrence.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

## ii. Application Evaluation Criteria

FEMA will evaluate the FY 2024 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

1. Aligns with at least one core capability identified in the Goal;
2. Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
3. Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:



1. An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
2. A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
3. A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

### ***b. Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, [as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 \(2020\)](#); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, [including whether](#) SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.





### ***c. Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

## **2. Review and Selection Process**

### ***a. SHSP and UASI***

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.





Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

### **Additional Effectiveness Evaluation Criteria for the National Priority Areas**

FEMA will evaluate the FY 2024 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.



Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process, and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30%) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of their December 2024 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2024 BSIR submission has been reviewed, projects related to the National Priority Areas deemed in alignment by DHS/FEMA, and the funding hold is removed by FEMA.

***SAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.***

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in



the SPR, including expected long-term impact where applicable; and

- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2024 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

## B. OPSG

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see section D.10 above and the [Preparedness Grants Manual](#).



DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2024 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2024 Operations Orders to designated localities within border states and territories.

## F. Federal Award Administration Information

### 1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#), as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.



Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

## 2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

### **Four criteria must be met to pass-through grant funds:**

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

### **Timing and Amount**

The SAA must pass-through at least 80% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award,



whichever is earlier.

SAs are sent notification of HSGP awards via the FEMA GO system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the FEMA GO system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2024, while the period of performance dates for that award are September 1, 2024, through August 31, 2027. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2024 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2024 would not affect the timing of meeting the 45-calendar day pass-through requirement.

### **Other SHSP and UASI Pass-Through Requirements**

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. ***A letter of intent (or equivalent) to distribute funds is not considered sufficient.*** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. ***The Commonwealth of Puerto Rico is required to comply with the pass-through requirement***, and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent,





such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2024, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer. However, even if a written consent agreement is in place from previous fiscal years, ***the SAA must still initially carry out the pass-through documentation for its FY 2024 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2024 funding.***

### **Additional OPSG Requirements**

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

### **3. Administrative and National Policy Requirements**

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:



- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM

**a. *DHS Standard Terms and Conditions***

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

**b. *Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with

DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA, [as applicable](#).

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.





Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

### ***c. Environmental Planning and Historic Preservation (EHP) Compliance***

See the [Preparedness Grants Manual](#) for information on EHP compliance.

### ***d. National Incident Management System (NIMS) Implementation***

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as ICS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. See the [Preparedness Grants Manual](#) for information about NIMS implementation.

### ***e. Emergency Communication Investments***

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [SAFECOM Guidance](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to FEMA GO at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity



point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

#### ***f. Mandatory Disclosures***

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all



violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

#### 4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.

#### 5. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

### G. DHS Awarding Agency Contact Information

#### 1. Contact and Resource Information



**FEMA**

### **a. Program Office Contact**

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact FEMA Grants News by phone at (800) 368-6498 or by email at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

### **b. FEMA Grants News**

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at [fema-grants-news@fema.dhs.gov](mailto:fema-grants-news@fema.dhs.gov) OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

### **c. Grant Programs Directorate (GPD) Award Administration Division**

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov).

### **d. FEMA Regional Offices**

FEMA Regional Offices provide some fiscal support functions, including cash analysis and financial monitoring for this program. The FEMA Grant Programs Directorate, Office of Grants Administration, is responsible for financial and programmatic management of this program, and provides technical assistance, as needed or requested.

FEMA Regional Office contact information is available at: <https://www.fema.gov/fema-regional-contacts>.

### **e. Equal Rights**



The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to [FEMA-CivilRightsOffice@fema.dhs.gov](mailto:FEMA-CivilRightsOffice@fema.dhs.gov)

#### ***f. Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.dhs.gov](mailto:gpdehpinfo@fema.dhs.gov).

## **2. Systems Information**

### **a. FEMA GO**

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at [femago@fema.dhs.gov](mailto:femago@fema.dhs.gov) or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

### **b. FEMA Preparedness Toolkit**

The [FEMA Preparedness Toolkit \(PrepToolkit\)](#) provides access to the tools and resources needed to implement the National Preparedness System and provide a collaborative community space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their THIRA/SPR, and other required assessments using the tools on PrepToolkit. For assistance, contact [support@preptoolkit.fema.dhs.gov](mailto:support@preptoolkit.fema.dhs.gov).

## **H. Additional Information**

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:



**FEMA**

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Termination Provisions
- Whole Community Preparedness
- Report Issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- Other Post-Award Requirements

## 1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To



the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Note that all information in this Section H.1 “Termination Provisions” is repeated in the [Preparedness Grants Manual](#).

### ***a. Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient’s material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO. See also the section on Actions to Address Noncompliance in the [Preparedness Grants Manual](#).

### ***b. With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

### ***c. Notification by the Recipient***

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

## **2. Program Evaluation**



**FEMA**



Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

### 3. Financial Assistance Programs for Infrastructure

#### a. *Build America, Buy America Act*



**FEMA**



Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf) To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#) and [https://www.fema.gov/sites/default/files/documents/fema\\_build-america-buy-america-act-policy.pdf](https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf)

### ***b. Waivers***

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:



- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

### ***c. Definitions***

For BABAA specific definitions, please refer to the FEMA Buy America website at: ["Programs and Definitions: Build America, Buy America Act | FEMA.gov."](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

## **4. Report issues of fraud, waste, abuse**

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

## **5. National Threat Evaluation and Reporting (NTER) Program Office**

As the threat landscape continues to evolve, the DHS Office of Intelligence and Analysis (I&A) [National Threat Evaluation and Reporting \(NTER\) Program Office](#) empowers homeland security partners to adapt to new threats and prevent terrorism and targeted violence. NTER equips homeland security partners with tools and resources to identify, report, and mitigate threats of terrorism and targeted violence to keep the Homeland safe primarily through two lines of effort: the [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\)](#) and [Behavioral Threat Assessment Integration](#).



**FEMA**

## a. Behavioral Threat Assessment Integration

NTER assists federal, state, local, tribal, and territorial (F/SLTT) partners with integrating a behavioral approach to violence prevention into their processes for identifying and mitigating homeland security threats of targeted violence, regardless of motive. Through training, partner capacity building, and information sharing, NTER supports the identification and mitigation of threats. The Office fills a national gap by providing a framework for Behavioral Threat Assessment and Management (BTAM) as a best practice for targeted violence prevention.

- The [Master Trainer Program](#) certifies F/SLTT partners in the instruction of BTAM techniques and best practices. This instructor development and certification program prepares F/SLTT partners to engage their local communities and empowers homeland partners to help mitigate threats and aid in preventing acts of targeted violence. -
- [Foundations of Targeted Violence Prevention eLearning](#): This one-hour eLearning empowers partners to recognize threats or potentially concerning behaviors; understand what behaviors may be displayed by a person who is on a pathway to violence; learn where to report information of concern; and understand how the information reported will be used to keep our communities safe.

## b. Nationwide Suspicious Activity Reporting Initiative

The NSI is a joint collaborative effort by the U.S. Department of Homeland Security, the Federal Bureau of Investigation, and F/SLTT law enforcement partners. This initiative provides law enforcement with a tool to help prevent terrorism and other related criminal activity by establishing a national capacity for identifying, gathering, documenting, processing, analyzing, and sharing tips and leads. The NSI is a standardized process for identifying, reporting, and sharing suspicious activity in jurisdictions across the country.

- [SAR Standardized Technical Assistance Consultation Guide](#): This document provides an overview of the technical assistance and training services.
- [Online SAR Training for Law Enforcement and Hometown Security Partners](#): To increase the effectiveness of this multifaceted approach, the NSI has developed training programs for frontline officers and hometown security partners on how to report identified suspicious activity to the proper authorities while maintaining the protection of citizens' privacy, civil rights, and civil



**FEMA**

liberties.

- [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\) Fundamentals | Homeland Security \(dhs.gov\)](#): This one-hour training course provides an interactive overview of the NSI. It provides users an understanding of the evaluation process used to determine whether identified behavior adheres to the Information Sharing Environment Functional Standard criteria, in accordance with privacy, civil rights, and civil liberties protections.

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

[2] Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

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

[4] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[5] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

[6] FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited



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equipment and controlled equipment lists.

[7] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[8] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

[9] FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.



**From:** [Garzon, Viviana](#)  
**To:**  
**Cc:** FY25 UASI Project Applications - Due to Burbank on October 16th at 5PM  
**Subject:** Thursday, September 26, 2024 6:22:49 PM  
**Date:** [image001.png](#)  
**Attachments:** [The U S Department of Homeland Security DHS Notice of Funding Opportunity NOFO Fiscal Year 2024 Homeland Security Grant Program \(2\).pdf](#)  
[2023\\_thira-tear-sheet.pdf](#)  
[2023\\_spr-tear-sheet.pdf](#)  
[IB 426 Controlled Equipment\\_Final\\_092622.pdf](#)  
[fema\\_gpd-babaa-policy\\_042024.pdf](#)  
[fema\\_policy-prohibited-controlled-equipment-fema-awards.pdf](#)  
[LA-LB UASI FY 2025 Project Application\\_Template Final.xlsm](#)

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Some people who received this message don't often get email from vgarzon@burbankca.gov. [Learn why this is important](#)

**CAUTION: External Sender**

This email originated from outside of the organization. Exercise caution when clicking on links or opening attachments unless you recognize the sender and know the content is safe. Please report all suspicious emails to the City's IT Division.

Good evening, LACPCA UASI Team Members –

The UASI 2025 applications were distributed earlier this week by the LA City Mayor's Office (email below). If you did not receive notice of your application, please let me know or reach out to your Grant Specialist at the Mayor's Office.

At this time, specifics regarding the regional funding allocation are unavailable, as the Notice of Funding Opportunity has not yet been announced. However, FEMA has instructed the Mayor's Office to base project decisions on the FY 2024 allocation. It is expected that the five previously established national priority areas will remain in place, with a minimum percentage of the region's total projects required to align with these priorities. The priority areas and their respective minimum percentage requirements are as follows:

- Cybersecurity (7.5%)
- Soft Targets/Crowded Places (5%)
- Intelligence and Information Sharing (5%)
- Domestic Violent Extremism (7.5%)
- Emerging Threats (5%)

Agencies are encouraged to submit projects that fall within these established priority areas. However, it is not mandatory for all projects to meet a national priority, and agencies are permitted to submit projects outside of these areas.

Please note that all LACPCA applications are **due by Wednesday, October 16, 2024, at 5:00 p.m. to the City of Burbank**. Send all applications and supporting documents to [vgarzon@burbankca.gov](mailto:vgarzon@burbankca.gov). Burbank will review and compile all LACPCA applications for collective submission to the Mayor's Office by Wednesday, October 23, 2024.

I appreciate your patience as I navigate my first year leading this process! Please let me know if any updates are needed for your agency's LACPCA UASI email distribution list.

Thank you, and I look forward to working with all of you on this year's UASI process.

Viviana



**VIVIANA GARZON**  
POLICE ADMINISTRATOR

818-238-3218 | BURBANKPD.ORG  
*Respect, Integrity, Excellence*

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**From:** Leslie.Jimenez@lacity.org <Leslie.Jimenez@lacity.org> **On Behalf Of** HSPS LALB UASI

**Sent:** Monday, September 23, 2024 1:19 PM

**Subject:** FY25 UASI Project Applications - Due October 23rd at 5PM

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Dear Los Angeles/Long Beach UASI Region:

Attached, you will find the **FY 2025 UASI Project Application**.

The project application must be completed for each project you submit for FY 2025 UASI grant funding. Please carefully review all the attached documents.

We highly encourage you to work with other agencies to submit regional and collaborative projects. If our office identifies overlapping projects, we will coordinate discussions between agencies to submit joint applications. Additionally, all projects must have a spending timeline of less than 12 months. Project timelines extending beyond 12 months will be

considered on a case-by-case basis.

As the FY 2025 award has not yet been announced, FEMA has directed us to base project decisions on our FY 2024 allocation and National Priority Investment minimum. As we have done historically, we ask that all projects be scalable and realistic of funding estimates.

**All project applications are due to the Mayor's Office no later than **Wednesday, October 23rd**, at 5:00 PM. All applications should be submitted to [lab.uasi@lacity.org](mailto:lab.uasi@lacity.org). Please note that late or incomplete applications will not be accepted.**

Your Grant Specialist will review applications for completion and allowability. The Mayor's Office may request adjustments to project applications if CalOES or FEMA include additional requirements in the grant guidance.

Allocations and carve-outs for all disciplines will be discussed at the upcoming Approval Authority Meeting which will be scheduled for the end of October.

Please contact your Mayor's Office Grant Specialist with any questions you may have.

Thank you!

**Attachments**

- 
- 
- [DHS-FEMA](#)
- [FY24 HSGP Notice of Funding Opportunity](#)
- 
- 
- 
- [LA-LB](#)
- [UASI FY 2025 Project Application](#)
- 
- 
- 
- [LA-LB](#)
- [UA THIRA 2023](#)
- 
- 
- 
- [LA-LB](#)
- [UA SPR 2023](#)
- [IB](#)
- [426](#)
- [Controlled](#)
- [Equipment](#)
- 
- [Construction](#)
- [and Renovation](#)



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez, Councilmembers, and Planning and Preservation Commissioners

**From:** Nick Kimball, City Manager  
By: Kanika Kith, Deputy City Manager/Economic Development

**Date:** October 7, 2024

**Subject:** A Continued Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2

### RECOMMENDATION:

It is recommended that the City Council and the Planning and Preservation Commission:

- a. Conduct a public hearing to receive a presentation on the existing condition analysis and outreach findings from Phase 1 of the Downtown Master Plan; and
- b. Pending public testimony, provide direction to staff before starting Phase 2 of the Downtown Master Plan.

### BACKGROUND:

1. On June 9, 2022, the City issued a Request for Proposals (RFP) to qualified consultants to prepare a Downtown Master Plan, which includes a Downtown Vision that will serve as a critical and important guide for future actions concerning change in Downtown San Fernando with an initial budget of \$50,000.
2. On July 19, 2022, seven (7) proposals were received from: The Arroyo Group, Dudek, RRM Design Group, HDL, Infrastructure Engineering, Los Angeles Neighborhood Initiative (LANI), and SWA Group. Costs ranged from \$50,000 to \$397,640.
3. On September 6, 2022, the City Council allocated \$250,000 from the American Rescue Plan Act (ARPA) for preparation of a Downtown Master Plan.
4. On September 22, 2022, all seven (7) consultants were informed of the additional allocation and were requested to provide a revised scope that was within the approved budget. It was recommended that the revised scope and budget focus on high priorities such as community engagement and outreach, market analysis, financial and site analysis for opportunity sites, parking capacity and demand analysis, and design of the public realm.

**A Continued Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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5. On October 7, 2022, revised proposals were received from five (5) firms: Arroyo Group, Dudek, RRM Design Group, HDL, and Infrastructure Engineering. LANI and SWA Group did not submit revised scope and budget.
6. On January 3, 2023, the City Council created the Economic Development/Downtown Master Plan Ad Hoc Committee consisting of Councilmembers Montañez and Solorio to work with staff to move the City's economic development efforts forward.
7. On March 15, 2023, the Economic Development/Downtown Master Plan Ad Hoc Committee and staff interviewed four consultants (RRM Design Group, Dudek, Arroyo Group, HDL). Infrastructure Engineering declined the interview. RRM Design Group and Dudek were selected as the top two consultants and were invited to provide additional information. Based on innovative and proactive approaches tailored to engaging the community, realistic objectives, cost effectiveness, and schedule, Dudek was recommended to the City Council for consideration.
8. On April 17, 2023, the City Council approved a Professional Services Agreement with Dudek in an amount not-to-exceed \$313,975, for preparation of the Downtown Master Plan.
9. On July 17, 2023, the City Council approved a Community Outreach and Engagement Plan for the Downtown Master Plan (Attachment "A") that included the formation of a Community Advisory Committee. The approved Community Outreach and Engagement Plan changed the Scope of Work and reduced the total cost for the Downtown Master Plan to \$297,675, which is \$16,300 less than the original budget.
10. On October 2, 2023, the City Council discussed the formation of the Community Advisory Committee (CAC) for the Downtown Master Plan, agreeing to allow each Councilmember to recommend up to two (2) nominees for inclusion in the CAC.
11. On April 11, 2024, the first Community Advisory Committee (CAC) meeting was held with 14 appointed community members, representing residents, property/business owners, developers, and local community/neighborhood based organizations.
12. Between December 2023 and March 2024, a multimode survey was conducted via phone (landline and cell), text, and email that gathered input from a target of 300 participants. The methodology of this multimodal survey was developed in such a way to make it a statistically significant model.
13. From April to May 2024, an online survey was made available to the general public, which gathered input from 90 respondents.
14. On April 27, 2024, a first community event ("Walking Workshop") was held at the Civic Center Parking Lot, consisted of a 1-mile walking tour of four (4) check-points throughout the downtown, and gathered input from approximately 40 participants.

**A Continued Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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15. On September 16, 2024, the findings from the existing conditions analysis and outreach efforts conducted during Phase 1 were presented to the City Council and Planning and Preservation Commission. The presentation received eight public comments, and the discussion was continued to October 7, 2024 for further deliberation.

**ANALYSIS:**

A Downtown Master Plan provides a platform for residents, business and property owners, local organizations, and other stakeholders the opportunity to share ideas and shape the future of Downtown San Fernando. Through this effort, the community will help define goals and priorities for economic development, setting the stage for a vibrant and thriving downtown.

The focus of the Downtown Master Plan is to identify the community's vision for downtown's economic vibrancy, including the type and scale of development needed to achieve that vision, as well the potential impacts. Ultimately, the goal is to create a community-driven plan that enhances downtown's economic vitality, livability, and a sense of place. The Downtown Master Plan will be developed through a comprehensive visioning process that will involve extensive community input and participation.

The Downtown Master Plan is being developed across three phases of work:

1. **Phase 1 – Discovery (current phase).** Phase 1 consists of analyzing the downtown, including identifying potential issues and opportunities across the broad topics of land use, mobility, economics, real estate, parking, the built environment, and the public realm. In this phase, the City engages the community for their concerns, ideas, and aspirations for the future via a survey and a walking workshop. Phase 1 commenced in July 2023 with the City Council approval of the Community Outreach and Engagement Plan. Analysis for Phase I has been completed and will conclude with this special joint meeting of the City Council and Planning and Preservation Commission.
2. **Phase 2 – Visioning (next phase).** Phase 2 will focus on developing three distinct vision scenarios for the future of Downtown San Fernando, incorporating key opportunity sites and conducting financial feasibility analysis for those opportunity sites. Recommendations will be made for enhancing the public realm, including streetscape design, public open spaces, mobility solutions, and other features to support the envisioned future. An interactive, in-person model-building pop-up event will be held to engage the community in shaping the future of Downtown through a hands-on activities. Phase 2 has yet to start but will conclude with a second presentation at a joint meeting of the City Council and Planning and Preservation Commission, which is tentatively scheduled for March 2025.
3. **Phase 3 – Preferred Vision (final phase).** Phase 3 consists of refining the community's preferred scenario from Phase 2 for the future of Downtown San Fernando. The resulting outcome will be a Downtown Master Plan, a planning document that will contain the community's vision of the downtown and an action plan for how best to achieve that

## **A Continued Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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vision. The Master Plan will be used by the City to guide future actions, such as changes to land use and development regulations, capital improvement projects, and other economic development programs to help revitalize Downtown San Fernando. Phase 3 has yet to start but will conclude with a public hearing each with the Planning and Preservation Commission and City Council for approval of the Downtown Master Plan. Public hearings are tentatively scheduled for May and June 2025.

### September 16, 2024 Meeting

At a special joint meeting on September 16, 2024, the findings from Phase 1 of the Downtown Master Plan were presented to the City Council and the Planning and Preservation Commission. The presentation highlighted the existing conditions analysis and the results of the initial phase of community outreach and engagement, which are detailed in the staff report for the September 16, 2024 meeting (Attachment "A"). The purpose of the special joint meeting was to provide a status update on the project and offer an additional opportunity for public input before proceeding to Phase 2. No recommendations were made at this time, as Phase 1 is primarily a discovery phase focused on gathering data and community feedback.

Both the Council and Commission emphasized the need for additional time to fully review the findings. Key concerns raised during public comment and subsequent discussion included ongoing maintenance issues, parking challenges, and permitting certain uses (e.g., outdoor dining) during the Downtown Master Plan process. Both bodies expressed support for addressing immediate maintenance, parking, and beautification efforts in the interim. The necessity of holding a joint meeting between the Council and Commission and additional survey were also raised.

### *Public Comments*

During the meeting, eight public comments were received, highlighting a range of issues and concerns. Two property owners advocated for retaining manufacturing uses along First Street. Business owners from the San Fernando Mall expressed concerns about the lack of evening business activity, inadequate maintenance of public amenities (e.g., trash enclosures, planters, lighting), and parking enforcement. They also requested new amenities such as public Wi-Fi, historic resource displays, a mall directory, and additional housing.

Residents raised concerns about the potential displacement of existing businesses and residents, opposition to increased density, and the need for family-friendly amenities such as parking. One resident suggested reducing the size of the downtown area, attracting large retailers to support local businesses, and improving maintenance and security. A community member expressed the importance of adding more housing and improving walkability in the area.

While the Downtown Master Plan is being developed, several key initiatives are already in progress to improve the downtown area:

- **Renovation of Trash Enclosures:** A proposal to renovate City-owned trash enclosures to improve public cleanliness and aesthetics is currently moving forward.

## A Continued Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2

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- **Parking Enforcement and Meter Replacement:** Staff is reviewing current parking enforcement practices and upgrading parking meters to ensure they meet community needs more effectively.
- **Outdoor Dining Ordinance:** A new ordinance is currently being developed to allow outdoor dining in the public right-of-way, expanding on the current allowances for outdoor dining on private property. This will help create a more vibrant and accessible dining environment.
- **Commercial Beautification Process:** Community Development staff is working closely with business owners to address existing violations and enhance the overall appearance of the downtown area. An enhanced Beautification effort through the Community Preservation Division was presented to City Council on August 19, 2024 and is slated to begin in January 2025. This beautification process will contribute to a more inviting and attractive commercial corridor.

### *Responses to Public Comments*

Below are responses to the specific comments and concerns raised, addressing key issues such as land use, business activity, public amenities, housing, and overall downtown improvements. These responses will guide the continued development of the Downtown Master Plan, as the City aims to create a vibrant, inclusive, and sustainable future.

- **Maintaining Manufacturing Uses:** Retaining a balanced mix of land uses, including manufacturing, is important to support the local economy. The Downtown Master Plan will include strategies to retain or modify existing land use designations in alignment with the community's vision.
- **Increasing Evening Business Activity:** Strategies to enhance evening vibrancy in the downtown area, such as extended business hours, attracting evening-focused businesses, and fostering a nightlife economy, will be explored in Phase 2.
- **Public Amenities and Safety:** Maintenance of public amenities, including trash enclosures, planters, and lighting, is under review. The Downtown Master Plan will identify strategies to secure funding and resources for both existing and future public amenities.
- **Parking Enforcement:** Effective parking management is critical for downtown accessibility. Staff is proposing upgrading parking meters and reassessing enforcement strategies to better serve businesses and visitors.
- **New Amenities:** Suggestions for public Wi-Fi, historic resource displays, a mall directory, and additional housing will be incorporated into the Downtown Master Plan's vision for a more vibrant and connected downtown.



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- **Displacement Concerns:** The Downtown Master Plan will prioritize inclusive growth, aiming to protect existing businesses and residents while accommodating future development.
- **Housing and Walkability:** While higher density can support economic growth and increase housing availability, it must be carefully planned. The City has a certified Housing Element that proposes to add housing as a permitted use in commercial corridors to meet the State housing requirement imposed on the City while protecting the single-family residential neighborhoods from increased density. Community Development staff is working on updating the Zoning Code and developing design standards to implement the Housing Element while ensuring that any proposed increases in density are balanced with the preservation of neighborhood character, family-oriented amenities, and sufficient parking to accommodate growth. The Downtown Master Plan will ways to promote mixed-use developments that integrate housing, enhance pedestrian-friendly environments, and create a more livable and accessible downtown for all residents and visitors.
- **Reducing the Downtown Area and Attracting Large Retailers:** The suggestion to reduce the size of the downtown area and attract larger retailers will be considered within the broader vision of the Downtown Master Plan. The scale of development must align with the community's character and enhance downtown's economic vitality.

*Future Joint Meetings*

The current joint meeting was included early in the Downtown Master Plan process to allow for maximum the City Council and Planning and Preservation Commission participation while ensuring compliance with the Brown Act. When developing the RFP, City Council placed a high emphasis on community engagement and ensuring the community had a significant voice throughout, but particularly in the early stages of the process. To that end, staff proposed a joint meeting of the City's policy making body (City Council) and land use regulatory body (Planning and Preservation Commission) to increase feedback early in the process. The intent of the joint meeting is to ensure that the visioning efforts are heading in the right direction before going too far down the path of drafting recommendations. Including a joint meeting early on in the process allows staff to make alterations to the process, or pivot if necessary, to ensure that the visioning and master planning process results in a document that is useful as a policy and planning document to guide decision making for years to come.

To that end, staff is requesting direction from the City Council on whether future joint meetings are desired. As the Downtown Master Plan continues to be refined, determining the need for future joint meetings between the City Council and the Planning and Preservation Commission will help maintain alignment and collaboration on key decisions moving forward. If holding future joint meetings is not preferred, Commissioners may actively participate in the community engagement process by attending workshops, participating in surveys, and contributing to other public outreach efforts as the plan progresses. This approach ensures the Commissioner's input is reflected without the need for formal joint meetings.

## **A Continued Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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### *Second Survey Option*

A multimode survey was conducted early in the Downtown Master Plan process to gather input from community members, providing valuable insights into their priorities and concerns. As the plan progresses, and after the development of three vision scenarios, there is an option to conduct a second survey. This survey would be aimed at refining the community's vision based on various scenarios, including what the community is willing to give up in one area in order to gain in another (e.g. give up parking to gain a public outdoor gathering space).

Conducting a second survey would serve as a key tool to ensure that the community's evolving preferences and feedback are captured, allowing for more targeted adjustments to the Downtown Master Plan. Conducting this survey would provide another opportunity for meaningful public engagement, helping to align the final vision with the community's aspirations.

### Next Steps

Depending on the direction provided regarding the joint meeting and second survey option, staff will need to return with a revised scope of work and associated costs. This will ensure that any adjustments to the engagement process are properly planned and funded moving forward.

### **BUDGET IMPACT:**

There is no fiscal impact associated with receipt and filing of this presentation. This presentation is included in the contract for the Downtown Master Plan, Contract No. 2147 with a total budget of \$297,675 (\$250,000 from American Rescue Plan Act (ARPA) Funds (121-151-3689-4270) and the balance of \$47,675 from the General Fund - Economic Development Division (001-107-0000-4270).

### **CONCLUSION:**

It is recommended that the City Council and Planning and Preservation Commission conduct a public hearing to receive a presentation on the existing condition analysis and outreach findings from Phase 1 of the Downtown Master Plan, and provide direction to staff before starting Phase 2 of the Downtown Master Plan.

### **ATTACHMENT:**

- A. Click [HERE](#) to view the Agenda Report No. 12 and all attachments for the September 16, 2024 Meeting.



## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez, Councilmembers, and Planning and Preservation Commissioners

**From:** Nick Kimball, City Manager  
By: Kanika Kith, Deputy City Manager/Economic Development  
Erika Ramirez, Director of Community Development

**Date:** September 16, 2024

**Subject:** A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2

### RECOMMENDATION:

It is recommended that the City Council and the Planning and Preservation Commission:

- a. Conduct a public hearing to receive a presentation on the existing condition analysis and outreach findings from Phase 1 of the Downtown Master Plan; and
- b. Pending public testimony, provide direction to staff before starting Phase 2 of the Downtown Master Plan.

### BACKGROUND:

1. On June 9, 2022, the City issued a Request for Proposals (RFP) to qualified consultants to prepare a Downtown Master Plan, which includes a Downtown Vision that will serve as a critical and important guide for future actions concerning change in Downtown San Fernando with an initial budget of \$50,000.
2. On July 19, 2022, seven (7) proposals were received from: The Arroyo Group, Dudek, RRM Design Group, HDL, Infrastructure Engineering, Los Angeles Neighborhood Initiative (LANI), and SWA Group. Costs ranged from \$50,000 to \$397,640.
3. On September 6, 2022, the City Council allocated \$250,000 from the American Rescue Plan Act (ARPA) for preparation of a Downtown Master Plan.
4. On September 22, 2022, all seven (7) consultants were informed of the additional allocation and were requested to provide a revised scope that was within the approved budget. It was

**A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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recommended that the revised scope and budget focus on high priorities such as community engagement and outreach, market analysis, financial and site analysis for opportunity sites, parking capacity and demand analysis, and design of the public realm.

5. On October 7, 2022, revised proposals were received from five (5) firms: Arroyo Group, Dudek, RRM Design Group, HDL, and Infrastructure Engineering. LANI and SWA Group did not submit revised scope and budget.
6. On January 3, 2023, the City Council created the Economic Development/Downtown Master Plan Ad Hoc Committee consisting of Councilmembers Montañez and Solorio to work with staff to move the City's economic development efforts forward.
7. On March 15, 2023, the Economic Development/Downtown Master Plan Ad Hoc Committee and staff interviewed four consultants (RRM Design Group, Dudek, Arroyo Group, HDL). Infrastructure Engineering declined the interview. RRM Design Group and Dudek were selected as the top two consultants and were invited to provide additional information. Based on innovative and proactive approaches tailored to engaging the community, realistic objectives, cost effectiveness, and schedule, Dudek was recommended to the City Council for consideration.
8. On April 17, 2023, the City Council approved a Professional Services Agreement with Dudek in an amount not-to-exceed \$313,975, for preparation of the Downtown Master Plan.
9. On July 17, 2023, the City Council approved a Community Outreach and Engagement Plan for the Downtown Master Plan (Attachment "A") that included the formation of a Community Advisory Committee. The approved Community Outreach and Engagement Plan changed the Scope of Work and reduced the total cost for the Downtown Master Plan to \$297,675, which is \$16,300 less than the original budget.
10. On October 2, 2023, the City Council discussed the formation of the Community Advisory Committee (CAC) for the Downtown Master Plan, agreeing to allow each Councilmember to recommend up to two (2) nominees for inclusion in the CAC.
11. On April 11, 2024, the first Community Advisory Committee (CAC) meeting was held with 14 appointed community members, representing residents, property/business owners, developers, and local community/neighborhood based organizations.
12. Between December 2023 and March 2024, a multimode survey was conducted via phone (landline and cell), text, and email that gathered input from a target of 300 participants. The methodology of this multimodal survey was developed in such a way to make it a statistically significant model.

**A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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13. From April to May 2024, an online survey was made available to the general public, which gathered input from 90 respondents.
14. On April 27, 2024, a first community event (“Walking Workshop”) was held at the Civic Center Parking Lot, consisted of a 1-mile walking tour of four (4) check-points throughout the downtown, and gathered input from approximately 40 participants.

**ANALYSIS:**

A Downtown Master Plan provides a platform for residents, business and property owners, local organizations, and other stakeholders the opportunity to share ideas and shape the future of Downtown San Fernando. Through this effort, the community will help define goals and priorities for economic development, setting the stage for a vibrant and thriving downtown.

The focus of the Downtown Master Plan is to identify the community’s vision for downtown’s economic vibrancy, including the type and scale of development needed to achieve that vision, as well the potential impacts. Ultimately, the goal is to create a community-driven plan that enhances downtown’s economic vitality, livability, and a sense of place. The Downtown Master Plan will be developed through a comprehensive visioning process that will involve extensive community input and participation. To achieve this goal, the Downtown Master Plan effort consists of four objectives:

1. Study the existing conditions in Downtown San Fernando;
2. Engage the San Fernando community;
3. Develop a community-driven vision for Downtown San Fernando; and
4. Recommend strategies for how to implement the community’s vision.

The Downtown Master Plan is being developed across three phases of work:

1. **Phase 1 – Discovery.** Phase 1 consists of analyzing the downtown, including identifying potential issues and opportunities across the broad topics of land use, mobility, economics, real estate, parking, the built environment, and the public realm. In this phase, the City engages the community for their concerns, ideas, and aspirations for the future via a survey and a walking workshop. Phase 1 commenced in July 2023 with the City Council approval of the Community Outreach and Engagement Plan. Analysis for Phase I has been completed and will conclude with this special joint meeting of the City Council and Planning and Preservation Commission.
2. **Phase 2 – Visioning.** Phase 2 will focus on developing three distinct vision scenarios for the future of Downtown San Fernando, incorporating key opportunity sites and conducting financial feasibility analysis for those opportunity sites. Recommendations will be made for enhancing the public realm, including streetscape design, public open spaces,

## **A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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mobility solutions, and other features to support the envisioned future. An interactive, in-person model-building pop-up event will be held to engage the community in shaping the future of Downtown through a hands-on activities. Phase 2 has yet to start but will conclude with a second presentation at a joint meeting of the City Council and Planning and Preservation Commission, which is tentatively scheduled for March 2025.

- 3. Phase 3 – Preferred Vision.** Phase 3 consists of refining the community’s preferred scenario from Phase 2 for the future of Downtown San Fernando. The resulting outcome will be a Downtown Master Plan, a planning document that will contain the community’s vision of the downtown and an action plan for how best to achieve that vision. The Master Plan will be used by the City to guide future actions, such as changes to land use and development regulations, capital improvement projects, and other economic development programs to help revitalize Downtown San Fernando. Phase 3 has yet to start but will conclude with a public hearing each with the Planning and Preservation Commission and City Council for approval of the Downtown Master Plan. Public hearings are tentatively scheduled for May and June 2025.

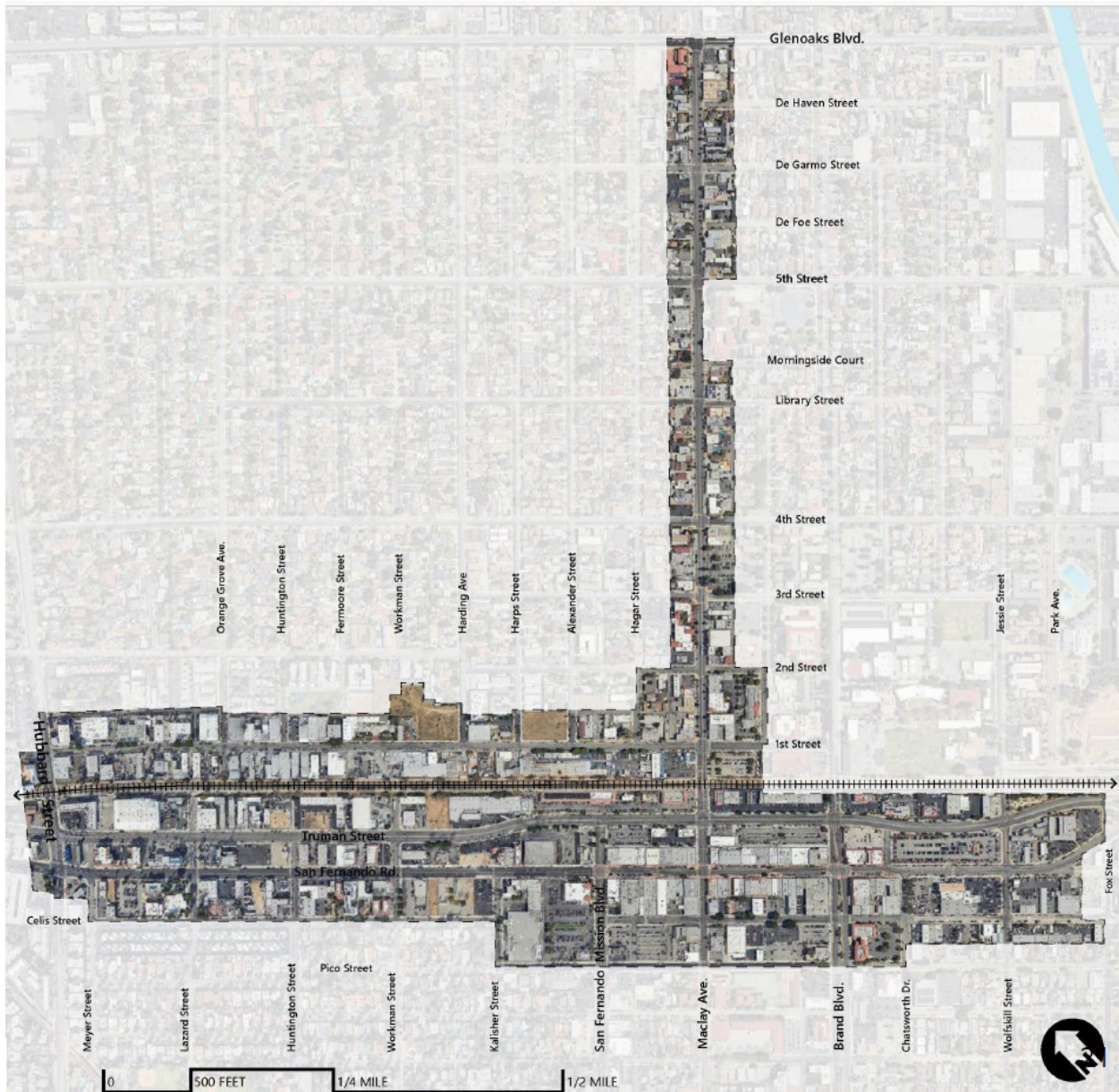
The findings of Phase 1 of the Downtown Master Plan are being presented tonight. This includes the existing conditions analysis and the first phase of community outreach and engagement, as described in more detail below.

### *Built Environment Analysis*

Dudek conducted a built environment analysis (Attachment “B”) utilizing site observations and publicly available Geographic Information Systems (GIS) data and documents. The purpose of the analysis was to better understand the current conditions of the built environment in Downtown San Fernando to be able to identify key issues and opportunities for informing recommendations in the Downtown Master Plan. This analysis was conducted through the lens of history, land use, mobility, the public realm, policy, and development regulations. For purposes of this analysis, Downtown San Fernando as defined in Figure 1, along San Fernando Road from Hubbard Street to Fox Street and along Maclay Avenue from Pico Street to Glenoaks Boulevard.

# A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2

Figure 1: Downtown Master Plan Area



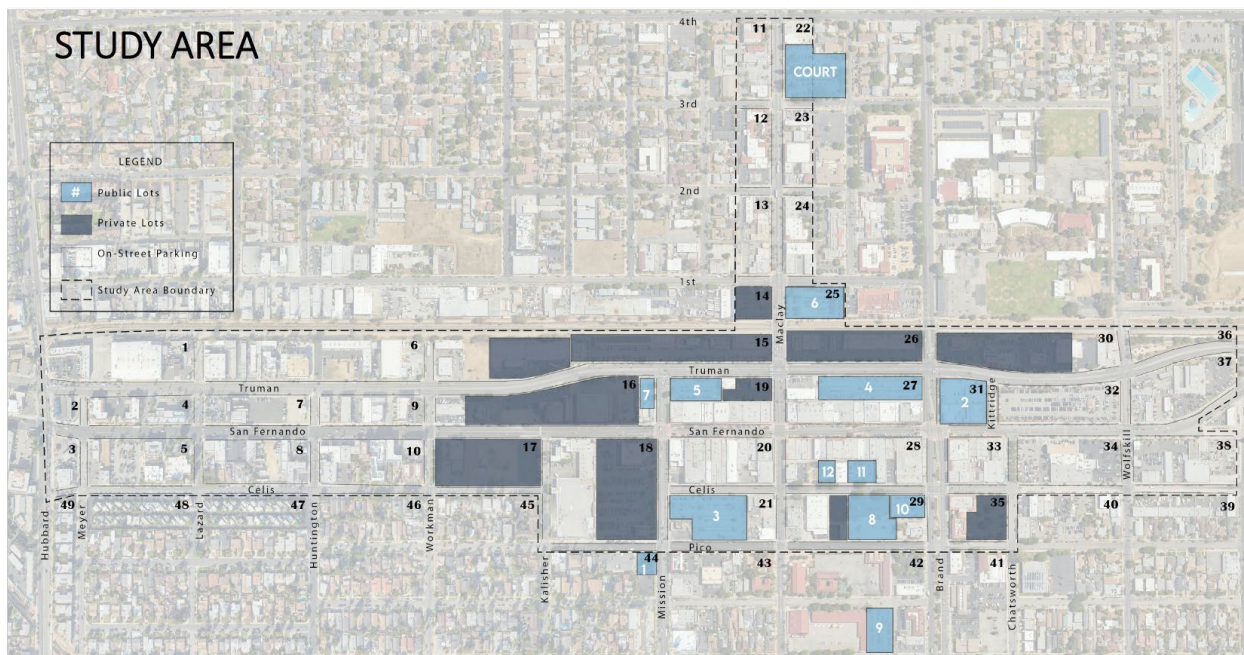


**A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

*Parking Analysis*

Walker Consultants conducted a parking analysis (Attachment “C”) of a portion of Downtown San Fernando, a study area, as illustrated in Figure 2, along San Fernando Road from Hubbard Street to Fox Street and along Maclay Avenue from Fourth Street to Pico Street. The purpose of the analysis was to provide a baseline of current conditions as they related to parking to inform potential future development scenarios and recommended policy changes as part of the Downtown Master Plan. The analysis relied on field observations and data collection to analyze existing parking supply/inventory, occupancy, turnover/length, and demand relative to land use and location for both public and private parking facilities in the study area.

**Figure 2: Parking Study Area**



*Market Analysis*

HR&A conducted a market analysis of Downtown San Fernando, the City of San Fernando, and the North San Fernando Valley (Attachment “D”). The analysis focused on demographic changes, employment trends, and real estate data for both retail and multifamily residential uses. The purpose of the analysis was to identify opportunities and challenges related to the growth of the downtown to help inform the recommendations in the Downtown Master Plan.

*Community Outreach and Engagement*

Consistent with the goals and methods of the City Council approved Community Outreach and Engagement Plan (dated July 2023), Dudek executed a series of community outreach and



## **A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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engagement tools, meetings, and events during Phase 1 of the Downtown Master Plan, as outlined below.

### Inform Method:

- A project website ([www.sfdowntownmasterplan.com](http://www.sfdowntownmasterplan.com)) was made live in October 2023 and has received approximately 3,600 visits.
- Multiple social media posts have been made via the City's existing Instagram and Facebook accounts during the course of Phase 1.
- Flyers promoting the Downtown Master Plan, Walking Workshop, and associated community engagement activities has been provided at City Hall, handed out to local businesses, and shared with the public via email blasts and at multiple public events since April 2024.
- A flyer promoting the Walking Workshop on April 27, 2024 and online survey was delivered to all residential units and businesses in the City (9,700 residential flyers and 1,000 to businesses) in April 2024.
- Radio interview with Valley View San Fernando Valley Media in April 2024 to promote the Downtown Master Plan and engage the community by highlighting the upcoming Walking Workshop.

### Consult Method:

- A multimode survey was conducted between December 2023 and March 2024 via phone (landline and cell), text, and email that gathered input from a target of 300 participants (Attachment "E").
- The first Economic Development/Downtown Master Plan Ad-Hoc Committee meeting was held on March 11, 2024, with Councilmembers Joel Fajardo and Mary Solorio.
- The first Community Advisory Committee (CAC) meeting was held on April 11, 2024, with 14 appointed community members, representing residents, property/business owners, developers, and local community/neighborhood based organizations. A second meeting for Phase 2 is planned to occur by February 2025 and a third meeting for Phase 3 is planned to occur by July 2025.
- An online survey was made available to the general public from April to May 2024, which was advertised on the project website, social media, flyers, informational mailer, and email blasts, which gathered input from 90 respondents.

## **A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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### Collaborate Method:

- First community event (“Walking Workshop”) was held on April 27, 2024, at the Civic Center Parking Lot, consisted of a 1-mile walking tour of four (4) check-points throughout the downtown, and gathered input from approximately 40 participants.

### *Summary of Findings from Phase 1*

Each existing conditions analysis provides detailed information for the respective topics of the built environment, parking, and market. Each analysis concludes with its own detailed summary of findings. Likewise, the Existing Conditions Analysis and Outreach Findings presentation provided to the joint meeting of the City Council and Planning and Preservation Commission contain an overview of the feedback received from the community across all tools, meetings, and events conducted during Phase 1. A high-level summary of findings across all of these topics is provided below and will be discussed in more detail during the presentation at the joint meeting of the City Council and Planning and Preservation Commission.

- Downtown San Fernando is beloved for its historic, small-town charm by the community. It is special and rare – unlike any other place in the region.
- The community wants more entertainment, more dining, more improvements such as trees, beautification, and public spaces.
- The area around San Fernando Road, Truman Street, and Maclay Avenue offer the most strategic opportunities to fill in the “holes” of the built environment with vibrant new uses and amenities.
- There is sufficient total parking capacity throughout the Downtown, but some areas have higher demand than others. There are opportunities for better parking management to more evenly distribute demand.
- Downtown San Fernando’s influence stretches far beyond City limits. There are opportunities to capture demand throughout the North San Fernando Valley in retail and dining to create a vibrant destination that is beneficial to residents and visitors.

**A Joint Public Hearing to Discuss Existing Conditions Analysis and Outreach Findings from Phase 1 of the Downtown Master Plan and Receive Input for Phase 2**

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**Next Steps – Phase 2.**

The community will once again play a key role in shaping the future of Downtown San Fernando during Phase 2, where their input and preferences will guide the development of various scenarios. Phase 2 will kick off with a hands-on, model-building pop-up event, tentatively scheduled for January 2025. This interactive in-person event will invite participants to explore and share their visions for the downtown area through creative activities like model-building, storytelling, and collaborative play.

**BUDGET IMPACT:**

There is no fiscal impact associated with receipt and filing of this presentation. This presentation is included in the contract for the Downtown Master Plan, Contract No. 2147 with a total budget of \$297,675 (\$250,000 from American Rescue Plan Act (ARPA) Funds (121-151-3689-4270) and the balance of \$47,675 from the General Fund - Economic Development Division (001-107-0000-4270).

**CONCLUSION:**

It is recommended that the City Council and Planning and Preservation Commission conduct a public hearing to receive a presentation on the existing condition analysis and outreach findings from Phase 1 of the Downtown Master Plan, and provide direction to staff before starting Phase 2 of the Downtown Master Plan.

**ATTACHMENT:**

- A. Downtown Master Plan Community Outreach and Engagement Plan
- B. Built Environment Existing Conditions Analysis
- C. Existing Conditions Parking Analysis
- D. Market Analysis
- E. Multimode Survey Results



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** October 7, 2024

**Subject:** Discussion and Consideration to Adopt a Resolution Updating the Designated Positions to the City's Conflict of Interest Code as Required by California Government Code Section 81000

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8333 (Attachment "A") designating positions (Exhibit "A" of Attachment "A") subject to the City's Conflict of Interest Code as required by California Government Code Section 81000.

### BACKGROUND:

1. The Political Reform Act (California Government Code § 81000, et seq.) requires every local government agency to review its Conflict of Interest ("COI") Code biennially to determine if it remains accurate or needs to be amended. The COI requires public officials in state and local government to disclose personal financial interests by filing a Form 700, Statement of Economic Interests. Elected officials, judges, and high-ranking appointed officials generally have the most comprehensive disclosure requirements.
2. On September 19, 2022, the City Council adopted Resolution No. 8178 (Attachment "B") that amended the City's Conflict of Interest Code.
3. On May 1, 2024, the City Clerk received notice from the Fair Political Practices Commission ("FPPC") that San Fernando's mandatory biennial review of the City's Conflict of Interest Code (Attachment "C") is due to be completed, and amendments, if any, must approved by the City Council.
4. On July 1, 2024, the City Clerk notified the City Council that an amendment was necessary and proposed revisions be brought back to the City Council for review by October 1, 2024.
5. On September 16, 2024, the City Council requested to continue the item to the October 7, 2024 meeting.

## Discussion and Consideration to Adopt a Resolution Updating the Designated Positions to the City's Conflict of Interest Code

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### ANALYSIS:

The Political Reform Act ("Act") (California Government Code § 81000, et seq.) requires every local government agency to review its Conflict of Interest ("COI") Code biennially to ensure it is up-to-date and amend the City Code, if necessary. The Act prohibits public officials from using their positions to influence governmental decisions in which they have a financial interest, and requires every state and local agency to adopt a Conflict of Interest Code that identifies all officials and employees who make governmental decisions based on their roles. The City Council, Planning and Preservation Commissioners, City Manager, City Attorney, and City Treasurer are designated positions that are required to file an Annual Statement of Economic Interests in compliance with Government Code § 87200.

The City's Conflict of Interest ("COI") Code designates employees who make or participate in making decisions that may foreseeably have a material effect on economic interests. It also establishes procedures for those employees required to complete the California Fair Political Practices Commission ("FPPC") Form 700 ("Statement of Economic Interests") (Attachment "D"), which must be filed annually by April 1 with the City Clerk's Department.

To ensure the list of designated filers identified in the City's COI Code remains current and accurate, each local agency is required by the FPPC to review its COI Code at least every even-numbered year. The last review of the City's Conflict of Interest Code was evaluated and approved at the September 19, 2022 City Council meeting through adoption of Resolution No. 8178 (Attachment "B"). Therefore, as required biennially, staff has performed the biennial review of proposed revisions to the list of designated positions (Exhibit "A" of Attachment "A") and categories for officers and employees of the City and its legislative bodies, pursuant to Government Code Section 87306 and Section 18730 of Title 2, Division 6 of the California Code of Regulations.

When determining whether to amend the City's COI Code, staff reviewed its current COI and considered the following factors:

1. Have there been any substantial changes to the agency's organizational structure since the current code was adopted?
2. Have any positions been eliminated or renamed since the current code was adopted?
3. Have any new positions been added since the current code was adopted?
4. Have there been any substantial changes in duties or responsibilities for any positions since the current code was adopted?

Over the past two years, changes to the City's organization have occurred, including updates to position titles and the addition of two positions: Personnel Manager and Senior Accountant, as designated filers. The list of proposed designated employees (Exhibit "A" of Attachment "A") reflects these necessary changes to the City's Conflict of Interest Code.

It is recommended that the City Council adopt Resolution No. 8333 (Attachment "A") amending the list of designated positions subject to the City's Conflict of Interest Code.

**Discussion and Consideration to Adopt a Resolution Updating the Designated Positions to the City's Conflict of Interest Code**

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**BUDGET IMPACT:**

The City's Conflict of Interest Code updates are included in the City Clerk Department regular work plan and therefore, included in the Fiscal Year 2024-2025 Adopted Budget.

**CONCLUSION:**

The Political Reform Act requires every local government agency to review its existing Conflict of Interest Code biennially to determine if any amendments to designated filer positions are necessary due to organizational changes. Staff has reviewed the list of designated positions and recommends that the City Council adopt Resolution No. 8333 (Attachment "A"), approving the amended list of designated positions subject to the City's Conflict of Interest Code.

**ATTACHMENTS:**

- A. Resolution No. 8333, including:
  - Exhibit "A": List of Designated Positions
- B. Resolution No. 8178
- C. 2024 Local Agency Biennial Notice and Instructions
- D. Form 700 - Statement of Economic Interest Form



**RESOLUTION NO. 8333**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS**

**WHEREAS**, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

**WHEREAS**, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

**WHEREAS**, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

**WHEREAS**, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

**WHEREAS**, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

**WHEREAS**, the City of San Fernando (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

**WHEREAS**, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

**WHEREAS**, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

**WHEREAS**, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

**WHEREAS**, this Resolution amends the City’s Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City’s Conflict of Interest Code.

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

**SECTION 1.** The revised list of designated officials and employees, attached hereto as **Exhibit “A”** and concomitant amendment of the City of San Fernando Conflict of Interest Code, are hereby approved.

**SECTION 2.** Persons holding designated positions set forth in **Exhibit “A”** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk Department.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting held on this 7<sup>th</sup> day of October, 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. 8333 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 7<sup>th</sup> day of October, 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 October, 2024.

---

Julia Fritz, City Clerk

**CITY OF SAN FERNANDO  
CONFLICT OF INTEREST CODE  
DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES**

The City' s Conflict of Interest Code does not establish any disclosure obligation for City Councilmembers, Planning Commissioners, City Manager, City Attorney, and Public Officials who Manage Public Investments (City Treasurer), as Government Code Section 87200 et seq., requires disclosure for these positions as a matter of state law.

**Designated Positions**

**Disclosure Categories**

I. Administration Department

Deputy City Manager/Economic Development	1, 2, 3, 4, 5, 6
Assistant to the City Manager	5, 6

Key to Disclosure Categories for Administration Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Administration Department.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Administration Department.

II. City Clerk Department

City Clerk	1, 2, 3, 4, 5, 6
Deputy City Clerk/Management Analyst	5, 6

Key to Disclosure Categories for City Clerk Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)

5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk Department.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk Department.

V. Community Development Department

Director of Community Development	1, 2, 3, 4, 5, 6
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3
Housing Coordinator	1, 2, 3

Key to Disclosure Categories for Community Development Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Assistant to the City Manager.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Assistant to the City Manager.

VI. Finance Department

Director of Finance	1, 2, 3, 4, 5, 6
<b><u>Personnel Manager</u></b>	<b><u>1, 2 (Add Position)</u></b>
Information Technology Systems Administrator	1, 2
<b><u>Senior Accountant</u></b>	<b><u>1, 2 (Add Position)</u></b>

Key to Disclosure Categories for Finance Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)

5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Finance Department.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Finance Department.

VII. Public Works Department

Director of Public Works	1, 2, 3, 4, 5, 6
Public Works Operations Manager	1, 2, 3, 4, 5, 6
Public Works Superintendent	1, 2, 3, 4, 5
Management Analyst	1, 2, 3
Water Operations Manager	1, 2, 3, 4, 5, 6
Water Operations Superintendent	1, 2, 3, 4, 5

Key to Disclosure Categories for Public Works Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
5. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Public Works Department.

VIII. Recreation & Community Services Department

Director of Recreation & Community Services	1, 2, 3, 4, 5, 6
Recreation & Community Services Supervisor	1, 2

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

5. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection or approval of the Recreation & Community Services Department.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation & Community Services Department.

IX. Police Department

Police Chief	1, 2, 3, 4, 5, 6
<b><u>Police Commander</u></b> Lieutenant	<b>1, 2, 3 (Position Title change)</b>
<b><u>Management Analyst</u></b>	<b><u>1, 2, 3 (Add Position)</u></b>

Key to Disclosure Categories for Police Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
5. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection or approval of the Police Department.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.

X. Consultants

Consultant	1
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Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories 1, 2, 3 and 4 below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories 1, 2, 3 and 4. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedules A-1 and A-2.)
4. Reportable business positions. (Form 700, Schedule C.)



**RESOLUTION NO. 8178****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS**

**WHEREAS**, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

**WHEREAS**, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

**WHEREAS**, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

**WHEREAS**, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

**WHEREAS**, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

**WHEREAS**, the City of San Fernando (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

**WHEREAS**, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

**WHEREAS**, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

**WHEREAS**, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

**WHEREAS**, this Resolution amends the City's Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City's Conflict of Interest Code.

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

**SECTION 1.** The revised list of designated officials and employees, attached hereto as **Exhibit "A"** and concomitant amendment of the City of San Fernando Conflict of Interest Code, are hereby approved.

**SECTION 2.** Persons holding designated positions set forth in **Exhibit "A"** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk Department.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting held on this 19<sup>th</sup> day of September, 2022.

  
\_\_\_\_\_  
Mary Mendoza, Mayor of the City of San Fernando, California

**ATTEST:**

  
\_\_\_\_\_  
Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8178 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 19<sup>th</sup> day of September, 2022, by the following vote of the City Council:

**AYES:** Rodriguez, Montañez, Ballin, Mendoza - 4

**NAYS:** None

**ABSENT:** Pacheco - 1

**ABSTAINED:** None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 21<sup>st</sup> day of September, 2022.

  
\_\_\_\_\_  
Julia Fritz, City Clerk

**EXHIBIT A**

**Designated Positions**

**Disclosure Categories**

**I. Administrative Department**

Assistant City Attorney	1, 2, 3, 4
Deputy City Manager/Economic Development	1, 2, 3, 4
City Clerk	5, 6
Assistant to the City Manager	1, 2, 3, 4
Deputy City Clerk/Management Analyst	5, 6

**Key to Disclosure Categories for Administrative Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

**II. Community Development Department**

Director of Community Development	1, 2, 3
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3
Housing Coordinator	1, 2, 3

**Key to Disclosure Categories for Community Development Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

- 2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or services subject to the review or approval of the Community Development Department.
- 3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

**III. Finance Department**

Director of Finance/City Treasurer	1, 2, 3, 4
IT Systems Administrator	1, 2

**Key to Disclosure Categories for Finance Department**

- 1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
- 2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
- 3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.
- 4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

**IV. Public Works Department**

Director of Public Works	1, 2, 3, 4, 5
Public Works Operations Manager	1, 2, 3, 4, 5
Public Works Superintendent	1, 2, 3, 4, 5
Management Analyst	1, 2, 3
Water Operations Manager	1, 2, 3, 4, 5
Water Operations Superintendent	1, 2, 3, 4, 5

**Key to Disclosure Categories for Public Works Department**

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

**V. Recreation & Community Services Department**

Director of Recreation & Community Services	1, 2
Recreation & Community Services Supervisor	1, 2

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

**VI. Police Department**

Police Chief	1, 2
Police Lieutenant	1, 2

Key to Disclosure Categories for Police Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

**VII. Consultants**

Consultant	1
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Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

- A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
- B. Reportable income. (Form 700, Schedules C, D and E.)
- C. Reportable investments. (Form 700, Schedules A-1 and A-2.)
- D. Reportable business positions. (Form 700, Schedule C.)



## FAIR POLITICAL PRACTICES COMMISSION

## 2024 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

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The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2024**: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2024**: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2024 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

### The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

**If you answer yes, to any of the questions below, your agency's code probably needs to be amended.**

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](#).

## 2024 Local Agency Biennial Notice

Name of Agency: City of San Fernando

Mailing Address: 117 Macneil Street

Contact Person: Julia Fritz Phone No. (818) 898-1204

Email: cityclerk@sfcity.org Alternate Email: jfritz@sfcity.org

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency’s code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

**An amendment is required. The following amendments are necessary:**

*(Check all that apply.)*

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
  - Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* **Add: Human Resources Manager, Senior Accountant and Management Analyst (Police Department).**

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

### Verification (to be completed if no amendment is required)

*This agency’s code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

*(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)*

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

# 2023-2024 Statement of Economic Interests



## Form 700

A Public Document

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### **Helpful Resources**

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

## **California Fair Political Practices Commission**

1102 Q Street, Suite 3050 • Sacramento, CA 95811

Email Advice: [advice@fppc.ca.gov](mailto:advice@fppc.ca.gov)

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: [www.fppc.ca.gov](http://www.fppc.ca.gov)

December 2023

## Quick Start Guide

Detailed instructions begin on page 3.

### WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 2 – Most other filers

### WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

### ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

### NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entities/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, cryptocurrency, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

**Note:** Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

### QUESTIONS?

- [advice@fppc.ca.gov](mailto:advice@fppc.ca.gov)
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

### E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to [form700@fppc.ca.gov](mailto:form700@fppc.ca.gov).

## What's New

### Gift Limit Increase

The gift limit increased to **\$590** for calendar years **2023** and **2024**. The gift limit was \$520 for calendar years 2021 and 2022.

### Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers"). **Obtain your disclosure categories, which describe the interests you must report, from your agency;** they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

#### Exception:

- Candidates for a county central committee are not required to file the Form 700
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at [www.fppc.ca.gov](http://www.fppc.ca.gov).

### Where to file:

#### 87200 Filers

State offices	⇒	Your agency
Judicial offices	⇒	The clerk of your court
Retired Judges	⇒	Directly with FPPC
County offices	⇒	Your county filing official
City offices	⇒	Your city clerk
Multi-County offices	⇒	Your agency

#### Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

**Code:** File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

**Members of Newly Created Boards and Commissions:** File with your agency or with your agency's code reviewing body pursuant to Regulation 18754.

#### Employees in Newly Created Positions of Existing Agencies:

File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

#### Candidates file as follow:

State offices, Judicial offices and multi-county offices	⇒	County elections official with whom you file your declaration of candidacy
County offices	⇒	County elections official
City offices	⇒	City Clerk
Public Employee's Retirement System (CalPERS)	⇒	CalPERS
State Teacher's Retirement Board (CalSTRS)	⇒	CalSTRS

### How to file:

The Form 700 is available at [www.fppc.ca.gov](http://www.fppc.ca.gov). Form 700 schedules are also available in Excel format. Each Statement must have a handwritten "wet" signature or "secure electronic signature," meaning either (1) a signature submitted using an approved electronic filing system or (2) if permitted by the filing officer, a digital signature submitted via the filer's agency email address. (See Regulations 18104 and 18757.) Companies such as Adobe and DocuSign offer digital signature services. All statements are signed under the penalty of perjury and must be verified by the filer. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

### When to file:

#### Annual Statements

##### ⇒ March 1, 2024

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

##### ⇒ April 2, 2024

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their filing official or filing officer.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

#### Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

#### Exception:

If you assumed office between October 1, 2023, and December 31, 2023, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2025, or April 1, 2025, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2024. (See Reference Pamphlet, page 6, for additional exceptions.)

#### Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

#### Late Statements

**There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)**

#### Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. The amended schedule(s) is attached to your original filed statement. Obtain amendment schedules at [www.fppc.ca.gov](http://www.fppc.ca.gov).



## Types of Statements

### Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions Maria holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

### Annual Statement:

Generally, the period covered is January 1, 2023, through December 31, 2023. If the period covered by the statement is different than January 1, 2023, through December 31, 2023, (for example, you assumed office between October 1, 2022, and December 31, 2022 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2023.

- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

### Leaving Office Statement:

Generally, the period covered is January 1, 2023, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2023, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2022, and December 31, 2022, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2023.

### Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

### Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at [www.fppc.ca.gov](http://www.fppc.ca.gov).

**Note:** Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

### Expanded Statement:

If you hold multiple positions subject to reporting requirements, you may be able to file an expanded statement for each position, rather than a separate and distinct statement for each position. The expanded statement must cover all reportable interests for all jurisdictions and list all positions on the Form 700 or on an attachment for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1.

**STATEMENT OF ECONOMIC INTERESTS**  
**COVER PAGE**  
*A PUBLIC DOCUMENT*

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

**1. Office, Agency, or Court**

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

**2. Jurisdiction of Office (Check at least one box)**

- State  Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)
- Multi-County  County of
- City of  Other

**3. Type of Statement (Check at least one box)**

- Annual: The period covered is January 1, 2023, through December 31, 2023.  Leaving Office: Date Left / / (Check one circle.)
- or- The period covered is / / , through December 31, 2023.  The period covered is January 1, 2023, through the date of leaving office.
- Assuming Office: Date assumed / /  -or- The period covered is / / , through the date of leaving office.
- Candidate: Date of Election and office sought, if different than Part 1:

**4. Schedule Summary (required)**

► Total number of pages including this cover page:

**Schedules attached**

- Schedule A-1 - Investments – schedule attached  Schedule C - Income, Loans, & Business Positions – schedule attached
- Schedule A-2 - Investments – schedule attached  Schedule D - Income – Gifts – schedule attached
- Schedule B - Real Property – schedule attached  Schedule E - Income – Gifts – Travel Payments – schedule attached

-or-  None - No reportable interests on any schedule

**5. Verification**

MAILING ADDRESS STREET CITY STATE ZIP CODE  
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS  
( )

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed (month, day, year)

Signature (File the originally signed paper statement with your filing official.)

# Instructions Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

### Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm’s name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court).
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst).
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission) you may be required to file separate and distinct statements with each agency. To simplify your filing obligations, in some cases you may instead complete a single expanded statement and file it with each agency.
  - The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1. To file an expanded statement for multiple positions, enter the name of each agency with which you are required to file and your position title with each agency in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement disclosing all reportable interests for all jurisdictions. Then file the expanded statement with each agency as directed by Regulation 18723.1(c).

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand their annual filing to include both positions.

**Example:**

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers the Counties of Placer and Yuba. The City is located within Placer County. Brian may complete one expanded statement to disclose all reportable interests for both offices and list both positions on the Cover Page. Brian will file the expanded statement with each the City and the District as directed by Regulation 18723.1(c).

### Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.
- If your agency is a multi-county office, list each county in which your agency has jurisdiction.

- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the “other” box and enter the county or city in which the agency has jurisdiction.

**Example:**

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

<b>1. Office, Agency, or Court</b>	
Agency Name (Do not use acronyms) Feather River Irrigation District	
Division, Board, Department, District, if applicable N/A	Your Position Board Member
▶ If filing for multiple positions, list below or on an attachment. (Do not use acronyms)	
Agency: N/A	Position:
<b>2. Jurisdiction of Office (Check at least one box)</b>	
<input type="checkbox"/> State	<input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction)
<input checked="" type="checkbox"/> Multi-County Yuba & Sutter Counties	<input type="checkbox"/> County of _____
<input type="checkbox"/> City of _____	<input type="checkbox"/> Other _____

### Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2023 annual statement, **do not** change the pre-printed dates to reflect 2024. Your annual statement is used for reporting the **previous year’s** economic interests. Economic interests for your annual filing covering January 1, 2024, through December 31, 2024, will be disclosed on your statement filed in 2025. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements for the same position may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

### Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the “No reportable interests” box. Please **do not** attach any blank schedules.

### Part 5. Verification

Complete the verification by signing the statement and entering the date signed. Each statement must have an original “wet” signature unless filed with a secure electronic signature. (See page 3 above.) All statements must be signed under penalty of perjury and be verified by the filer pursuant to Government Code Section 81004. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

**When you sign your statement, you are stating, under penalty of perjury, that it is true and correct.** Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.



# SCHEDULE A-1 Investments

## Stocks, Bonds, and Other Interests (Ownership Interest is Less Than 10%)

Investments must be itemized.

Do not attach brokerage or financial statements.

<b>CALIFORNIA FORM 700</b> FAIR POLITICAL PRACTICES COMMISSION Name _____
---

▶ NAME OF BUSINESS ENTITY \_\_\_\_\_

GENERAL DESCRIPTION OF THIS BUSINESS \_\_\_\_\_

---

FAIR MARKET VALUE

\$2,000 - \$10,000       \$10,001 - \$100,000

\$100,001 - \$1,000,000       Over \$1,000,000

NATURE OF INVESTMENT

Stock       Other \_\_\_\_\_ (Describe)

Partnership     Income Received of \$0 - \$499

Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

\_\_\_\_/\_\_\_\_/23      \_\_\_\_/\_\_\_\_/23

ACQUIRED                  DISPOSED

▶ NAME OF BUSINESS ENTITY \_\_\_\_\_

GENERAL DESCRIPTION OF THIS BUSINESS \_\_\_\_\_

---

FAIR MARKET VALUE

\$2,000 - \$10,000       \$10,001 - \$100,000

\$100,001 - \$1,000,000       Over \$1,000,000

NATURE OF INVESTMENT

Stock       Other \_\_\_\_\_ (Describe)

Partnership     Income Received of \$0 - \$499

Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

\_\_\_\_/\_\_\_\_/23      \_\_\_\_/\_\_\_\_/23

ACQUIRED                  DISPOSED

▶ NAME OF BUSINESS ENTITY \_\_\_\_\_

GENERAL DESCRIPTION OF THIS BUSINESS \_\_\_\_\_

---

FAIR MARKET VALUE

\$2,000 - \$10,000       \$10,001 - \$100,000

\$100,001 - \$1,000,000       Over \$1,000,000

NATURE OF INVESTMENT

Stock       Other \_\_\_\_\_ (Describe)

Partnership     Income Received of \$0 - \$499

Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

\_\_\_\_/\_\_\_\_/23      \_\_\_\_/\_\_\_\_/23

ACQUIRED                  DISPOSED

▶ NAME OF BUSINESS ENTITY \_\_\_\_\_

GENERAL DESCRIPTION OF THIS BUSINESS \_\_\_\_\_

---

FAIR MARKET VALUE

\$2,000 - \$10,000       \$10,001 - \$100,000

\$100,001 - \$1,000,000       Over \$1,000,000

NATURE OF INVESTMENT

Stock       Other \_\_\_\_\_ (Describe)

Partnership     Income Received of \$0 - \$499

Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

\_\_\_\_/\_\_\_\_/23      \_\_\_\_/\_\_\_\_/23

ACQUIRED                  DISPOSED

▶ NAME OF BUSINESS ENTITY \_\_\_\_\_

GENERAL DESCRIPTION OF THIS BUSINESS \_\_\_\_\_

---

FAIR MARKET VALUE

\$2,000 - \$10,000       \$10,001 - \$100,000

\$100,001 - \$1,000,000       Over \$1,000,000

NATURE OF INVESTMENT

Stock       Other \_\_\_\_\_ (Describe)

Partnership     Income Received of \$0 - \$499

Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

\_\_\_\_/\_\_\_\_/23      \_\_\_\_/\_\_\_\_/23

ACQUIRED                  DISPOSED

▶ NAME OF BUSINESS ENTITY \_\_\_\_\_

GENERAL DESCRIPTION OF THIS BUSINESS \_\_\_\_\_

---

FAIR MARKET VALUE

\$2,000 - \$10,000       \$10,001 - \$100,000

\$100,001 - \$1,000,000       Over \$1,000,000

NATURE OF INVESTMENT

Stock       Other \_\_\_\_\_ (Describe)

Partnership     Income Received of \$0 - \$499

Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

\_\_\_\_/\_\_\_\_/23      \_\_\_\_/\_\_\_\_/23

ACQUIRED                  DISPOSED

Comments: \_\_\_\_\_

## Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

**Reportable investments include:**

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 8, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

**You are not required to disclose:**

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Cryptocurrency
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)

**Reminders**

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)
- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

**Use Schedule A-1** to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

**Use Schedule A-2** to report ownership of 10% or greater (e.g., a sole proprietorship).

**To Complete Schedule A-1:**

Do not attach brokerage or financial statements.

- Disclose the name of the business entity. Do not use acronyms for the name of the business entity, unless it is one that is commonly understood by the public.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. Frank’s conflict of interest code requires full disclosure of investments. Frank must disclose stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by Frank’s spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. Alice has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

SCHEDULE A-2
Investments, Income, and Assets
of Business Entities/Trusts
(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
Name

1. BUSINESS ENTITY OR TRUST
Name
Address (Business Address Acceptable)
Check one
Trust, go to 2 Business Entity, complete the box, then go to 2
GENERAL DESCRIPTION OF THIS BUSINESS
FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
NATURE OF INVESTMENT
YOUR BUSINESS POSITION

1. BUSINESS ENTITY OR TRUST
Name
Address (Business Address Acceptable)
Check one
Trust, go to 2 Business Entity, complete the box, then go to 2
GENERAL DESCRIPTION OF THIS BUSINESS
FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
NATURE OF INVESTMENT
YOUR BUSINESS POSITION

2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)
\$0 - \$499 \$10,001 - \$100,000
\$500 - \$1,000 OVER \$100,000
\$1,001 - \$10,000

2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)
\$0 - \$499 \$10,001 - \$100,000
\$500 - \$1,000 OVER \$100,000
\$1,001 - \$10,000

3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)
None or Names listed below

3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)
None or Names listed below

4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST
Check one box:
INVESTMENT REAL PROPERTY
Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property
Description of Business Activity or City or Other Precise Location of Real Property
FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
NATURE OF INTEREST
Leasehold Yrs. remaining Other
Check box if additional schedules reporting investments or real property are attached

4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST
Check one box:
INVESTMENT REAL PROPERTY
Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property
Description of Business Activity or City or Other Precise Location of Real Property
FAIR MARKET VALUE IF APPLICABLE, LIST DATE:
NATURE OF INTEREST
Leasehold Yrs. remaining Other
Check box if additional schedules reporting investments or real property are attached

Comments:

## Instructions – Schedule A-2

### Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

#### To Complete Schedule A-2:

**Part 1.** Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

**Part 2.** Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

**Part 3.** Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.
- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

**Part 4.** Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

**SCHEDULE B**  
**Interests in Real Property**  
 (Including Rental Income)

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

---

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:  
 \$2,000 - \$10,000  
 \$10,001 - \$100,000  
 \$100,001 - \$1,000,000  
 Over \$1,000,000

\_\_\_\_\_/\_\_\_\_\_/23 ACQUIRED \_\_\_\_\_/\_\_\_\_\_/23 DISPOSED

NATURE OF INTEREST  
 Ownership/Deed of Trust  Easement  
 Leasehold \_\_\_\_\_  \_\_\_\_\_  
Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED  
 \$0 - \$499  \$500 - \$1,000  \$1,001 - \$10,000  
 \$10,001 - \$100,000  OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.  
 None

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

---

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:  
 \$2,000 - \$10,000  
 \$10,001 - \$100,000  
 \$100,001 - \$1,000,000  
 Over \$1,000,000

\_\_\_\_\_/\_\_\_\_\_/23 ACQUIRED \_\_\_\_\_/\_\_\_\_\_/23 DISPOSED

NATURE OF INTEREST  
 Ownership/Deed of Trust  Easement  
 Leasehold \_\_\_\_\_  \_\_\_\_\_  
Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED  
 \$0 - \$499  \$500 - \$1,000  \$1,001 - \$10,000  
 \$10,001 - \$100,000  OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.  
 None

\* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER\* \_\_\_\_\_

ADDRESS (Business Address Acceptable) \_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF LENDER \_\_\_\_\_

INTEREST RATE \_\_\_\_\_ TERM (Months/Years) \_\_\_\_\_  
 \_\_\_\_\_%  None

HIGHEST BALANCE DURING REPORTING PERIOD  
 \$500 - \$1,000  \$1,001 - \$10,000  
 \$10,001 - \$100,000  OVER \$100,000  
 Guarantor, if applicable

NAME OF LENDER\* \_\_\_\_\_

ADDRESS (Business Address Acceptable) \_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF LENDER \_\_\_\_\_

INTEREST RATE \_\_\_\_\_ TERM (Months/Years) \_\_\_\_\_  
 \_\_\_\_\_%  None

HIGHEST BALANCE DURING REPORTING PERIOD  
 \$500 - \$1,000  \$1,001 - \$10,000  
 \$10,001 - \$100,000  OVER \$100,000  
 Guarantor, if applicable

Comments: \_\_\_\_\_

## Instructions – Schedule B Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

**Interests in real property include:**

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

**You are not required to report:**

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
  - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

**To Complete Schedule B:**

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold,

**Reminders**

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

disclose the number of years remaining on the lease.

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the first and last name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

**Example:**

Allison Gande is a city planning commissioner. During the reporting period, Allison received rental income of \$12,000, from a single tenant who rented property owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS <b>4600 24th Street</b>	
CITY <b>Sacramento</b>	
FAIR MARKET VALUE	IF APPLICABLE, LIST DATE:
<input type="checkbox"/> \$2,000 - \$10,000	<input type="checkbox"/> / / XX / XX
<input type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> ACQUIRED <input type="checkbox"/> DISPOSED
<input checked="" type="checkbox"/> \$100,001 - \$1,000,000	
<input type="checkbox"/> Over \$1,000,000	
NATURE OF INTEREST	
<input type="checkbox"/> Ownership/Deed of Trust	<input type="checkbox"/> Easement
<input type="checkbox"/> Leasehold	<input type="checkbox"/> Other
IF RENTAL PROPERTY, GROSS INCOME RECEIVED	
<input type="checkbox"/> \$0 - \$499	<input type="checkbox"/> \$500 - \$1,000
<input type="checkbox"/> \$1,001 - \$10,000	<input type="checkbox"/> \$10,001 - \$100,000
<input checked="" type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> OVER \$100,000
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.	
<input type="checkbox"/> None	
<b>Henry Wells</b>	
NAME OF LENDER*	
<b>Sophia Petroillo</b>	
ADDRESS (Business Address Acceptable)	
<b>2121 Blue Sky Parkway, Sacramento</b>	
BUSINESS ACTIVITY, IF ANY, OF LENDER	
<b>Restaurant Owner</b>	
INTEREST RATE	TERM (Months/Years)
<b>8</b> % <input type="checkbox"/> None	<b>15</b> Years
HIGHEST BALANCE DURING REPORTING PERIOD	
<input type="checkbox"/> \$500 - \$1,000	<input type="checkbox"/> \$1,001 - \$10,000
<input checked="" type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> OVER \$100,000
<input type="checkbox"/> Guarantor, if applicable	
Comments:	

# SCHEDULE C

## Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name \_\_\_\_\_

▶ 1. INCOME RECEIVED	▶ 1. INCOME RECEIVED
NAME OF SOURCE OF INCOME _____	NAME OF SOURCE OF INCOME _____
ADDRESS <i>(Business Address Acceptable)</i> _____	ADDRESS <i>(Business Address Acceptable)</i> _____
BUSINESS ACTIVITY, IF ANY, OF SOURCE _____	BUSINESS ACTIVITY, IF ANY, OF SOURCE _____
YOUR BUSINESS POSITION _____	YOUR BUSINESS POSITION _____
GROSS INCOME RECEIVED <input type="checkbox"/> No Income - Business Position Only	GROSS INCOME RECEIVED <input type="checkbox"/> No Income - Business Position Only
<input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000	<input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000
<input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	<input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000
CONSIDERATION FOR WHICH INCOME WAS RECEIVED	CONSIDERATION FOR WHICH INCOME WAS RECEIVED
<input type="checkbox"/> Salary <input type="checkbox"/> Spouse's or registered domestic partner's income <i>(For self-employed use Schedule A-2.)</i>	<input type="checkbox"/> Salary <input type="checkbox"/> Spouse's or registered domestic partner's income <i>(For self-employed use Schedule A-2.)</i>
<input type="checkbox"/> Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)	<input type="checkbox"/> Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
<input type="checkbox"/> Sale of _____ <i>(Real property, car, boat, etc.)</i>	<input type="checkbox"/> Sale of _____ <i>(Real property, car, boat, etc.)</i>
<input type="checkbox"/> Loan repayment	<input type="checkbox"/> Loan repayment
<input type="checkbox"/> Commission or <input type="checkbox"/> Rental Income, <i>list each source of \$10,000 or more</i>	<input type="checkbox"/> Commission or <input type="checkbox"/> Rental Income, <i>list each source of \$10,000 or more</i>
_____ <i>(Describe)</i>	_____ <i>(Describe)</i>
<input type="checkbox"/> Other _____ <i>(Describe)</i>	<input type="checkbox"/> Other _____ <i>(Describe)</i>

**▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD**

\* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____ ADDRESS <i>(Business Address Acceptable)</i> _____ BUSINESS ACTIVITY, IF ANY, OF LENDER _____ HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000	INTEREST RATE                      TERM (Months/Years) _____% <input type="checkbox"/> None                      _____  SECURITY FOR LOAN <input type="checkbox"/> None <input type="checkbox"/> Personal residence  <input type="checkbox"/> Real Property _____ <span style="margin-left: 350px;"><i>Street address</i></span> _____ <span style="margin-left: 350px;"><i>City</i></span>  <input type="checkbox"/> Guarantor _____  <input type="checkbox"/> Other _____ <span style="margin-left: 350px;"><i>(Describe)</i></span>
--	--

**Comments:** \_\_\_\_\_



## Instructions – Schedule C Income, Loans, & Business Positions (Income Other Than Gifts and Travel Payments)

### Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

### Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

### Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

### Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

### You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

### To Complete Schedule C:

#### Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

#### Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
  - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
  - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.



**CALIFORNIA FORM 700**  
 FAIR POLITICAL PRACTICES COMMISSION  
 Name \_\_\_\_\_

## SCHEDULE D Income – Gifts

▶ NAME OF SOURCE *(Not an Acronym)*

\_\_\_\_\_

ADDRESS *(Business Address Acceptable)*

\_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF SOURCE

\_\_\_\_\_

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

\_\_\_\_\_

ADDRESS *(Business Address Acceptable)*

\_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF SOURCE

\_\_\_\_\_

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

\_\_\_\_\_

ADDRESS *(Business Address Acceptable)*

\_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF SOURCE

\_\_\_\_\_

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

\_\_\_\_\_

ADDRESS *(Business Address Acceptable)*

\_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF SOURCE

\_\_\_\_\_

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

\_\_\_\_\_

ADDRESS *(Business Address Acceptable)*

\_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF SOURCE

\_\_\_\_\_

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

▶ NAME OF SOURCE *(Not an Acronym)*

\_\_\_\_\_

ADDRESS *(Business Address Acceptable)*

\_\_\_\_\_

BUSINESS ACTIVITY, IF ANY, OF SOURCE

\_\_\_\_\_

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____
___/___/___	\$ _____	_____

**Comments:** \_\_\_\_\_

## Instructions – Schedule D

### Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

#### Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

#### Reminders

- Gifts from a single source are subject to a \$590 limit in 2023. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

#### Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

#### You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

#### To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

**CALIFORNIA FORM 700**  
 FAIR POLITICAL PRACTICES COMMISSION  
 Name \_\_\_\_\_

**SCHEDULE E**  
**Income – Gifts**  
**Travel Payments, Advances,**  
**and Reimbursements**

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

▶ NAME OF SOURCE *(Not an Acronym)* \_\_\_\_\_  
 ADDRESS *(Business Address Acceptable)* \_\_\_\_\_  
 CITY AND STATE \_\_\_\_\_  
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE \_\_\_\_\_  
 DATE(S): \_\_\_/\_\_\_/\_\_\_ - \_\_\_/\_\_\_/\_\_\_ AMT: \$ \_\_\_\_\_  
*(If gift)*  
 ▶ MUST CHECK ONE:  Gift **-or-**  Income  
 Made a Speech/Participated in a Panel  
 Other - Provide Description \_\_\_\_\_  
 ▶ If Gift, Provide Travel Destination \_\_\_\_\_

▶ NAME OF SOURCE *(Not an Acronym)* \_\_\_\_\_  
 ADDRESS *(Business Address Acceptable)* \_\_\_\_\_  
 CITY AND STATE \_\_\_\_\_  
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE \_\_\_\_\_  
 DATE(S): \_\_\_/\_\_\_/\_\_\_ - \_\_\_/\_\_\_/\_\_\_ AMT: \$ \_\_\_\_\_  
*(If gift)*  
 ▶ MUST CHECK ONE:  Gift **-or-**  Income  
 Made a Speech/Participated in a Panel  
 Other - Provide Description \_\_\_\_\_  
 ▶ If Gift, Provide Travel Destination \_\_\_\_\_

▶ NAME OF SOURCE *(Not an Acronym)* \_\_\_\_\_  
 ADDRESS *(Business Address Acceptable)* \_\_\_\_\_  
 CITY AND STATE \_\_\_\_\_  
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE \_\_\_\_\_  
 DATE(S): \_\_\_/\_\_\_/\_\_\_ - \_\_\_/\_\_\_/\_\_\_ AMT: \$ \_\_\_\_\_  
*(If gift)*  
 ▶ MUST CHECK ONE:  Gift **-or-**  Income  
 Made a Speech/Participated in a Panel  
 Other - Provide Description \_\_\_\_\_  
 ▶ If Gift, Provide Travel Destination \_\_\_\_\_

▶ NAME OF SOURCE *(Not an Acronym)* \_\_\_\_\_  
 ADDRESS *(Business Address Acceptable)* \_\_\_\_\_  
 CITY AND STATE \_\_\_\_\_  
 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE \_\_\_\_\_  
 DATE(S): \_\_\_/\_\_\_/\_\_\_ - \_\_\_/\_\_\_/\_\_\_ AMT: \$ \_\_\_\_\_  
*(If gift)*  
 ▶ MUST CHECK ONE:  Gift **-or-**  Income  
 Made a Speech/Participated in a Panel  
 Other - Provide Description \_\_\_\_\_  
 ▶ If Gift, Provide Travel Destination \_\_\_\_\_

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_

## Instructions – Schedule E Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

**You are not required to disclose:**

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

**Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.**

**To Complete Schedule E:**

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
  - **Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- **Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

**Example:**

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for MaryClaire's travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which they are not providing services are likely considered gifts.

▶ NAME OF SOURCE (Not an Acronym)	
Health Services Trade Association	
ADDRESS (Business Address Acceptable)	
1230 K Street, Suite 610	
CITY AND STATE	
Sacramento, CA	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
Association of Healthcare Workers	
DATE(S):	AMT: \$ 550.00
(if gift)	
▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input checked="" type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for board meeting.</u>	
▶ If Gift, Provide Travel Destination _____	

Note that the same payment from a 501(c)(3) would NOT be reportable.

**Example:**

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose.

▶ NAME OF SOURCE (Not an Acronym)	
Chengdu Municipal People's Government	
ADDRESS (Business Address Acceptable)	
2 Caoshi St. CaoShiJie, Qingyang Qu, Chengdu Shi,	
CITY AND STATE	
Sichuan Sheng, China, 610000	
<input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
DATE(S):	AMT: \$ 3,874.38
(if gift)	
▶ MUST CHECK ONE: <input checked="" type="checkbox"/> Gift -or- <input type="checkbox"/> Income	
<input type="radio"/> Made a Speech/Participated in a Panel	
<input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for trip to China.</u>	
▶ If Gift, Provide Travel Destination <u>Sichuan Sheng, China</u>	

Thus, Mayor Kim must report the gift of travel, but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at [www.fppc.ca.gov](http://www.fppc.ca.gov).)

## Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their economic interests including personal assets and income. The Act's conflict of interest provisions also disqualify a public official from taking part in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on these economic interests as well as the official's personal finances and those of immediate family. (Gov. Code Sections 87100 and 87103.) The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the Act's provisions.

### Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2023-2024, the gift limit increased to \$590 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

### Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at [www.fppc.ca.gov](http://www.fppc.ca.gov).

### Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

### Loan Restrictions

Certain state and local officials are subject to restrictions on loans. (See Reference Pamphlet, page 14.)

### Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

### Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

**For assistance** concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to [advice@fppc.ca.gov](mailto:advice@fppc.ca.gov).
- Call the FPPC toll-free at (866) 275-3772.

### Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

## Questions and Answers

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### General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.

On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.

- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may instead complete an expanded statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Disclose all reportable economic interests in all three jurisdictions on the expanded statement. File the expanded statement for your primary position providing an original “wet” signature unless filed with a secure electronic signature. (See page 3 above.) File copies of the expanded statement with the other two agencies as required by Regulation 18723.1(c). Remember to complete separate statements for positions that you leave or assume during the year.

- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as “acting,” “interim,” or “alternate” must file as if they hold the position because they are or may be performing the duties of the position.

- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse’s income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse’s economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse’s income may not have to be reported. Contact the FPPC for more information.
- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

### Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of “doing business in the jurisdiction” is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.

## Questions and Answers Continued

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- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity's website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.
- Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?
- A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.
- Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?
- A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.
- Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?
- A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.
- Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?
- A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

### Income Disclosure

- Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?
- A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.
- Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?
- A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at [www.fppc.ca.gov](http://www.fppc.ca.gov). (See Reference Pamphlet, page 14.)

## Questions and Answers Continued

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Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the “comments” section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My spouse is a partner in a four-person firm where all of their business is based on their own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your spouse's investment in the firm is 10% or greater, disclose 100% of your spouse's share of the business on Schedule A-2, Part 1 and 50% of your spouse's income on Schedule A-2, Parts 2 and 3. For example, a client of your spouse's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

### Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an “acquired” date?

A. No, you are not required to show an “acquired” date because you previously owned the property. However, you may want to note in the “comments” section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in that real property.



## Questions and Answers Continued

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### Gift Disclosure

- Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?
- A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.
- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2023 the gift limit was \$590, so the Bensons may have given the supervisor artwork valued at no more than \$1,080. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Julio C. Salcedo, Director of Recreation and Community Services  
Maribel Perez, Recreation and Community Services Supervisor

**Date:** October 7, 2024

**Subject:** Receive and File the Land and Open Space Inventory Study/San Fernando Park Opportunity Plan Report from Kounkuey Design Initiatives, Inc.

### RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and File the Land and Open Space Inventory Study Report/San Fernando Park Opportunity Plan (LOSI/SF POP) from Kounkuey Design Initiatives, Inc. (KDI); and
- b. Provide staff direction, as appropriate.

### BACKGROUND:

1. On February 5, 2018, the City Council adopted the Park and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programs offered to the residents. The PMP identified a lack of recreational facilities such as bike paths, walking trails and dog parks, but also recognized the scarcity of available land to build new park facilities.
2. On March 7, 2022, the City Council adopted Resolution No. 8125 authorizing staff to apply for the Regional Park and Open Space District (RPOSD) funding for projects, programs and Technical Assistance Expansion Program (TAP) funding. The authorization allowed the City to enter into Agreement with the RPOSD to provide funds for acquisition projects, development projects, and/or programs.
3. On June 21, 2022, the City Council amended the Fiscal Year (FY) 2022-2023 budget to appropriate \$50,000 of American Rescue Plan Act (ARPA) funds for a feasibility study to identify new City park space.
4. On July 5, 2022, the City Council requested that staff look into the possibility of developing a dog park in the city.

**Receive and File the Land and Open Space Inventory Study/San Fernando Park Opportunity Plan Report from Kounkuey Design Initiatives, Inc.**

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5. On July 14, 2022, Los Angeles County RPOSD announced a \$185,000 allocation in TAP Services for the City of San Fernando. The funds are earmarked to assist in the development of new park facilities. Subsequently the City entered into a Master Agreement with RPOSD guaranteeing such funds.
6. On August 15, 2022, staff presented a concept for a Dog Park at San Fernando Recreation Park that could be funded with RPOSD annual allocation funds. While open to the idea, the City Council directed staff to take a broader approach for developing new park facilities. That approach would take the form of updating the PMP by conducting a land and open space inventory to define potential land for new park facilities.
7. On March 6, 2023, the City Council adopted Resolution No. 8220 allocating the \$185,000 Regional Parks and Open Space TAP Grant towards the study and authorized staff to circulate a Notice Inviting Bids.
8. On August 7, 2023, the City Council awarded a Professional Services Agreement to Kounkuey Design Initiatives, Inc. (KDI) to conduct a land and open space inventory study.
9. On September 12, 2024, KDI presented the San Fernando Park Opportunity Plan (SF POP) to the Parks, Wellness and Recreation Commission.

**ANALYSIS:**

The City is committed to fostering a sustainable and vibrant community through the effective management and preservation of its land and open spaces. As the city continues to grow and develop, it is essential to maintain a comprehensive understanding of the available land resources to ensure that future generations can enjoy a balanced and well-planned community.

The Land and Open Space Inventory report, also known as the San Fernando Park Opportunity Plan (Attachment "A"), serves as a critical tool in this endeavor. It is aimed at enhancing the park system of San Fernando through identifying opportunities for the strategic development of new parks and recreation spaces. It provides an assessment of the city's current land use, highlighting areas designated for residential, commercial, industrial, and recreational purposes as well as expanding the scope to include development consideration of open spaces on public school properties and churches. The report also identifies existing open spaces including parks, underused parcels, tree canopy coverage, and transit lines that contribute to the resident's quality of life.

The information contained in the report is the result of a thorough and collaborative community engagement effort which included a community survey, event pop-up engagements, interviews with key stakeholders, meetings with special interest focus groups and local agencies as well as

**Receive and File the Land and Open Space Inventory Study/San Fernando Park Opportunity Plan Report from Kounkuey Design Initiatives, Inc.**

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conceptual design workshops. Incorporating input from various user groups and community members reflects the City's commitment to transparency, sustainability, and long-term planning.

The recommendations from the Park and Recreation Master Plan of 2018 focused on maintenance and revitalization of existing parks due to the City's built-out condition. The work completed through the LOSIS reveals that the City's built-out condition still poses a challenge for new park development but also provides the opportunity for innovative planning. The San Fernando Park Opportunity Plan identifies and conceptualizes three potential sites for recreational development; the Mission City Trail, San Fernando Elementary and the San Fernando Mall. The three sites were chosen based on their potential to address the expressed desires of the community, be strategically located for maximum impact, and be potentially feasible and implementable. Each of the sites offer a different methodology for how open spaces can be reimagined to multifunctional recreational spaces. The plan also includes a three-step strategic method to guide future open space projects with a list of general recommendations and a funding guide.

On September 12<sup>th</sup>, KDI presented the SF POP to the Parks, Wellness and Recreation Commission (PWRC). Commissioners were in favor of the plan's outcome and appreciated the extensive community engagement conducted to collect real user data and design input. As we look to the future, this Land and Open Space Inventory and San Fernando Park Opportunity Plan will be a vital reference in updating the Park and Recreation Master Plan, as well as guiding the responsible and thoughtful development of green and recreational spaces in the City.

**BUDGET IMPACT:**

There is no budget impact to receive and file the Land and Open Space Inventory Study - San Fernando Park Opportunity Plan.

This presentation is included through the contract for Land and Open Space Inventory Contract with KDI (Contract No. 2186) with a total budget of \$235,000 (\$50,000 from ARPA funds (121-420-3689-4270) and \$185,000 from the Los Angeles County Regional Parks and Open Space District through TAP Services (010-420-0516-4600)).

**CONCLUSION:**

It is recommended that the City Council receive and file the Land and Open Space Inventory Study - San Fernando Park Opportunity Plan and provide staff direction as appropriate.

**ATTACHMENT:**

- A. San Fernando Park Opportunity Plan



**SAN  
FERNANDO**  
park  
opportunity  
plan

# project team

## City of San Fernando

Julio Salcedo, Director of Recreation & Community Services  
Maribel Perez, Recreation & Community Services Supervisor

## Kounkuey Design Initiative

Lauren Elachi, Senior Design Principal  
Adriana Carías-Sison, Senior Design Associate  
Robert Douglass, Senior Design Coordinator  
Jorge Cádiz, Planning Coordinator

Kounkuey Design Initiative (KDI) is a Los Angeles-based community development and design non-profit organization whose mission is to partner with under-resourced communities to advance equity and activate the unrealized potential in their neighborhoods.

## Pacoima Beautiful

Melanie Torres, Organizing Manager  
Gisell Ceja, Community Organizer  
Christopher Nyambura, Policy Assistant

Pacoima Beautiful is a grassroots environmental justice organization that provides education, impacts local policy, and supports local arts and culture to promote a healthy and sustainable San Fernando Valley.

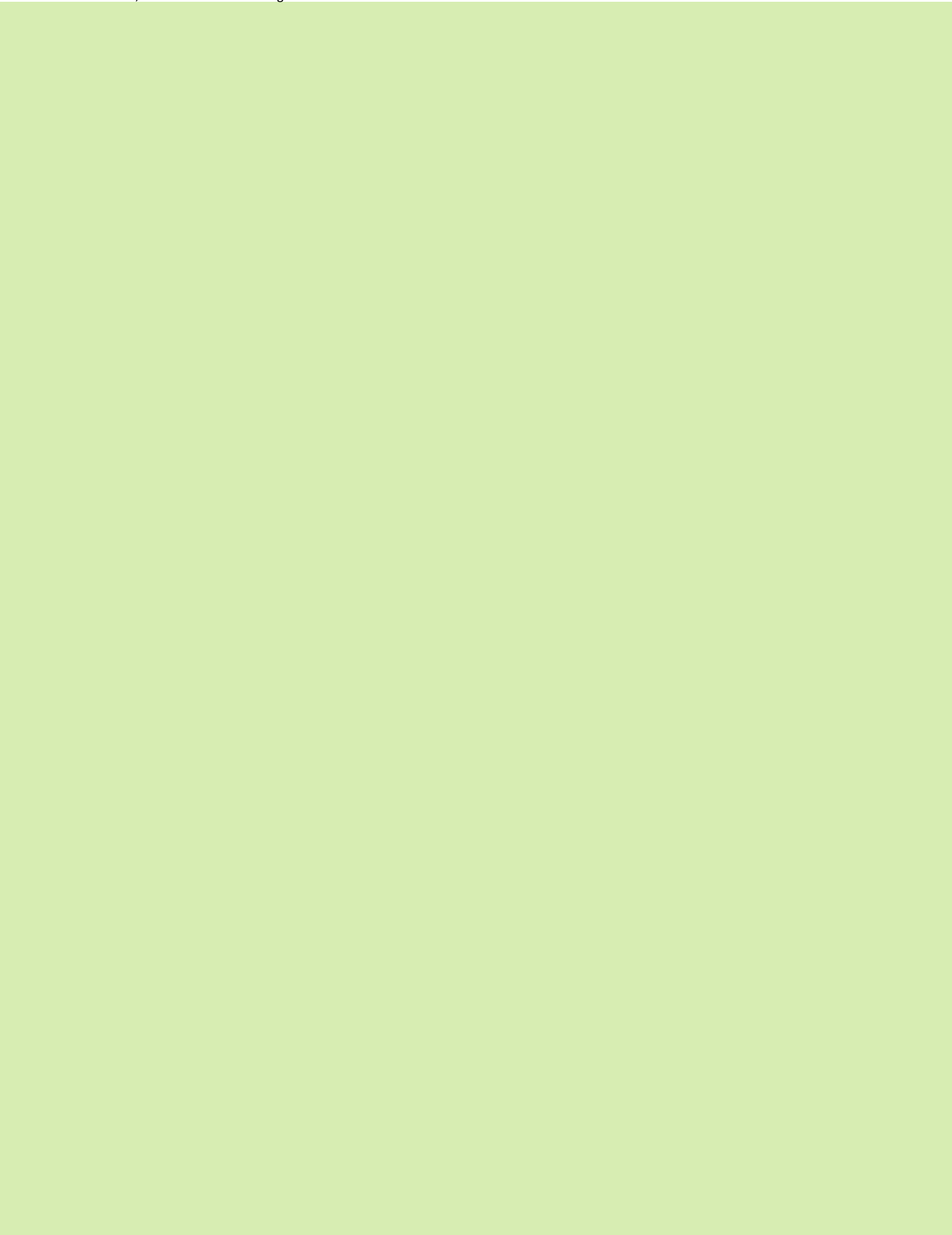






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- 02. Existing Conditions**
- 03. Land Inventory**
- 04. Community Engagement**
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- 07. Recommendations**
  
- Appendix**



# 1. introduction

## Purpose of the Plan

The City of San Fernando’s Park and Recreation Master Plan identified the community’s desired programs and facilities that were either missing or in need of improvement. However, it did not clearly specify the land required to implement these initiatives. To address this gap and support the City’s growth, San Fernando received a Los Angeles Regional Park Open Space grant and American Rescue Plan Act funds to conduct a Land and Open Space Inventory. This initiative updates the City’s Park and Recreation Master Plan.

The San Fernando Park Opportunity Plan (SF POP!) was launched by the City’s Recreation and Community Services Department, in collaboration with Kounkuey Design Initiative (KDI) and Pacoima Beautiful. Building on the 2017 Park and Recreation Master Plan, this plan addresses the evolving recreational needs of San Fernando’s residents. SF POP! explores the potential for transforming underutilized spaces into valuable recreational facilities through a comprehensive land inventory and prioritization process.

SF POP! assesses various opportunity spaces, ranging from parking lots and existing recreational areas to underutilized or vacant land. The plan identifies three key sites with significant redevelopment potential: the San Fernando Mall, the San Fernando Elementary School, and the Mission City Trail. These sites were chosen for their ability to enhance the community’s outdoor experiences through design interventions that offer both near-term and long-term solutions, leveraging multiple funding opportunities.

While the plan highlights these three priority sites, it also acknowledges the potential of other identified spaces within the City to provide more diverse amenities and programming options for community members. A synthesized list of recommendations found in chapter 7, offer a roadmap for expanding the park system, ensuring long-term benefits for the community.



Figure 1. SF POP! Plan timeline

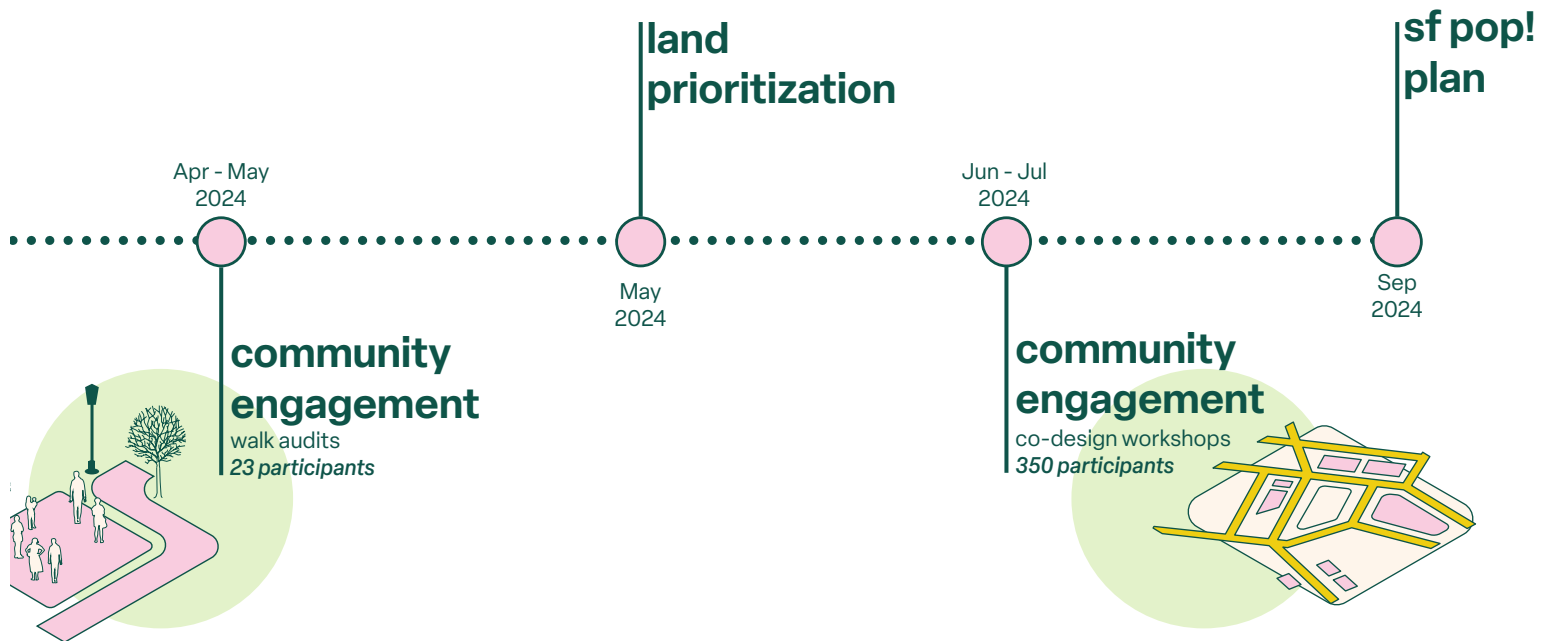
## SF POP! Planning Process

The plan’s approach began with a comprehensive land inventory to explore options for new land acquisition or development to meet the community’s recreational needs, detailed in the Existing Conditions and Land Inventory chapters. GIS data was gathered to identify potential sites for future recreational use or redevelopment of existing spaces. The categories of land considered in the inventory included parking lots, outdoor areas at places of worship, existing parks, schoolyards, right of ways, and vacant lots. By broadening the scope beyond vacant lots, the plan aimed to provide community members with a wider array of options for public space, opening up more flexible and innovative ways to consider these spaces.

A prioritization matrix was established based on community input as shown in the Land Prioritization chapter, crystallizing how to operationalize the findings from community engagement into potential pathways for the City to act upon.

Community engagement played a crucial role in refining the preferred sites, starting with a survey to gauge residents’ preferences, followed by focus groups, mapping exercises, and walk audits of selected sites. This process ensured alignment with the 2017 Park and Recreation Master Plan recommendations. The engagement process culminated in a design workshop where residents contributed their ideas, as detailed in the Community Engagement chapter.

The final two chapters of this plan—Design Strategies and Recommendations—propose interventions for the top three priority sites, along with a list of additional spaces that the City of San Fernando could consider to expand its recreational impact throughout the city.







# 2. existing conditions



# Despite its modest size, San Fernando is a vibrant hub of activity and culture.

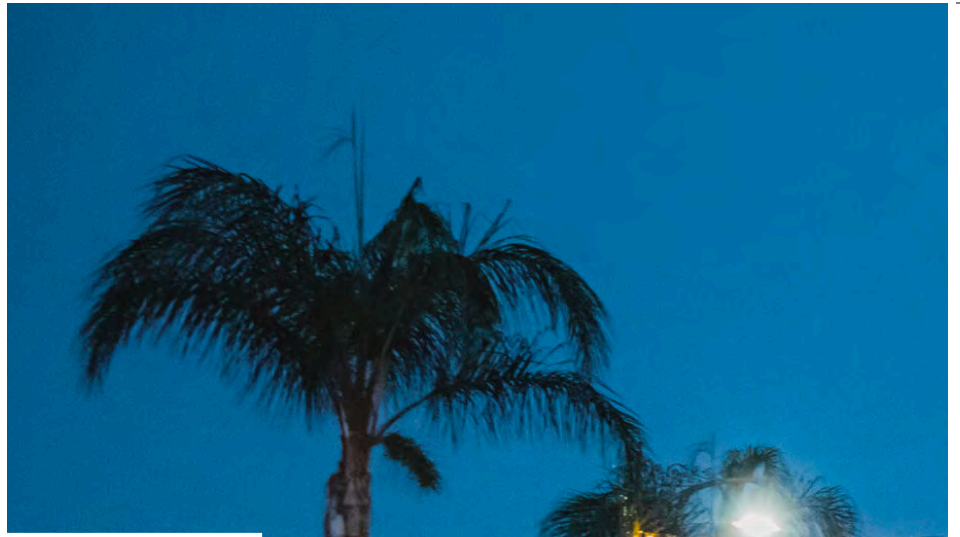


Image 1. Above. The City of San Fernando welcome sign on Maclay Ave. (The San Fernando Valley Sun)

Image 2. Right. San Fernando Night Market. (My Valley Pass)



The City of San Fernando, covering an area of approximately 2.4 square miles, is situated in the San Fernando Valley and is surrounded by the communities of Sylmar, Lake View Terrace, Pacoima, and Mission Hills, within northwestern Los Angeles County, California. The San Fernando Valley is characterized by the natural boundaries of the Santa Monica Mountains to the south and the San Gabriel Mountains to the North. The city benefits from a comprehensive transportation network, including I-5, I-210 and I-405 freeways, SR 118, the Sylmar/San Fernando Metrolink station, and proximity to two airports.





Since its establishment as the Valley’s first organized community in 1874 and its incorporation in 1911, San Fernando has transitioned from a primarily agricultural and trading hub to a vital center of manufacturing and commerce. Today, it stands as a testament to growth and transformation, characterized by family-oriented neighborhoods and a rich tapestry of cultural history. However, this long history of development and relatively small geographic footprint leaves little area to develop new parks.



## existing parks

San Fernando is home to a diverse and vibrant park system, featuring seven public parks, one privately owned park, and three community facilities, spanning over thirty-three acres of parkland (Appendix 1).

The following classifications were recommended by the City’s 1992 Parks Action Program (City of San Fernando Park and recreation Master Plan 2017):

- Pocket/Mini Park (0-2 acres). Typically developed into a city’s existing urban fabric at a very small scale, where they serve the immediate local population.
- Neighborhood Park (2-5 acres). These parks serve the surrounding neighborhood community for multiple uses.
- Community Park (5-10+ acres). They meet the recreational needs of several neighborhoods with active recreation spaces and large natural areas for passive outdoor recreation.
- Recreation Area/Regional Park (25 - larger). These parks are larger than community parks and serve broader Citywide recreation needs.
- Special Use Facilities. This category refers to stand-alone parks or facilities that are designed to serve one particular use such as a senior center.

Image 3. César Chávez Memorial Park (Archives, Panoramio)







**César E. Chávez Memorial Park (Pocket/Mini Park)**

The Cesar E. Chávez Memorial Park is a small plaza, whose main feature is the nation’s largest monument to the civil rights leader, a sculpture of farm workers, a mural, and a fountain, designed to reflect on Chávez’s legacy.

Image 4. Rudy Ortega Sr Park (Places to Visit, Fernandeño Tataviam Band of Mission Indians)

**Kalisher Park (Pocket/Mini Park)**

Kalisher Park is a shady small park in San Fernando with benches, green areas, and outdoor gym equipment. It’s privately owned but is maintained by the City of San Fernando.

**Layne Park (Pocket/Mini Park)**

Layne Park, currently a small neighborhood park featuring a playground and green space, is slated for upgrades following the City’s acquisition of Proposition 68 funds. The planned enhancements include the addition of a new soccer field, basketball court, restroom facility, picnic table shading, SMART irrigation system, and fencing. Moreover, additional renovations were completed in the fall of 2023 and included updating the tot lot to ensure ADA accessibility and provide adequate shading.

**Rudy Ortega Sr Park (Neighborhood Park)**

In 2009, the Fernandeño Tataviam Band of Mission Indians (FTBMI) and the City of San Fernando’s Parks and Recreation came together to work on the formerly known Heritage Park on Patzkunga village lands. The 3.5-acre Rudy Ortega Sr Park showcases San Fernando’s history with features including a replica village, Japanese tea house, Mission-style plaza, amphitheater, and a renovated water tower. A walking trail connects these features, passing through areas landscaped with drought-tolerant plants and trees.

### **Las Palmas Park (Community Park)**

Since 1940, Las Palmas Park has been a central hub for the residents of San Fernando, famous for being the original home of the San Fernando Braves football team. It includes a senior center and the Las Palmas Recreation Center, which offers a wide range of activities from children's karate to senior pickleball, with a focus on senior programs including free or low-cost exercise classes and a daily elderly nutrition program. The park recently received Proposition 68 funds for major upgrades, such as a new multi-purpose athletic field, splash pad, tennis/pickleball court, enhanced landscaping, upgraded recreation center, new playgrounds, basketball and baseball fields, outdoor exercise equipment, restrooms, a walking path, picnic shelters, and a concession stand, all with lighting.

### **Pioneer Park (Community Park)**

Pioneer Park is a compact community park located in San Fernando's eastern region, featuring two baseball fields, restrooms, two tennis courts, and a basketball court. Situated near homes, the First United Methodist Church, Glenoaks Elementary, and Wooden Shoe Preschool, it serves as a vital recreational space for the local community. A new playground is currently under construction.

### **San Fernando Recreation Park and Regional Pool Facility (Recreation Area/Regional Park/Community Park)**

The San Fernando Regional Pool, located in the city center, features an Olympic-sized pool, a smaller pool with a water slide, a splash pad, and a patio area. It also has landscaped areas, a large banquet room with a veranda, a meeting room, and a concession stand.

### **Casa de Lopez Adobe (Special Use Facility)**

The Lopez Adobe, a historic residence in the San Fernando Valley, blends Victorian and Mission styles, noted for its intricate wooden verandas. Built by Valentin Lopez and mainly home to Catalina Lopez and Geronimo Lopez, the house was central to the family's influential role in the community, including establishing the first post office and English-speaking school in the Valley. The Lopez family lived there until 1961. Acquired by the City of San Fernando in 1971, it now functions as a museum and was recognized with a 2013 Preservation Award for its meticulously upheld restoration standards.

### **Cindy Montañez Natural Park (Linear Park/Natural Area/Greenbelt)**

The Cindy Montañez Natural Park spans 4.7 acres. It was developed by the Mountains Recreation and Conservation Authority (MRCA), but is now managed by the City of San Fernando. It offers walking trails, picturesque views of the San Gabriel Mountains, and shaded picnic areas. Reflecting the local Spanish Mission architectural style, the park features custom tile work and decorative ironwork and gates complemented by a native plant palette.





Image 5. San Fernando Recreation Park, exercise equipment area (San Fernando Parks & Recreation)



Image 6. Cindy Montañez Natural Park walking path (Mountains Recreation and Conservation Authority)

## park availability and accessibility

The City of San Fernando has a well-used and cherished park system but falls short of local and federal standards for parkland quantity and accessibility. The National Recreation and Park Association recommends 10.8 acres of parkland per 1,000 residents, yet San Fernando provides only 1.4 acres per 1,000 residents. Despite this shortfall, most residents live within a 10-minute walk (0.5 miles) of a park. However, it is important to note that not all parks are equal; many are small and lack the amenities residents seek, often leading them to travel to larger, better-equipped parks in neighboring areas.

San Fernando residents benefit from nearby parks in surrounding areas like Sylmar, Pacoima, and Granada Hills. Local parks like Carey Ranch, Ritchie Valens, and Fox & Laurel Canyon are popular, while larger recreational areas such as Hansen Dam and Angeles National Forest are accessible by car. The City's Trolley system provides access to major parks, but regional transit lines lack stops near parks, and the city has limited cycling infrastructure, restricting non-car access.

Safety and comfort, influenced by tree canopy coverage, also affect park accessibility. San Fernando's tree canopy covers 19% of the land, slightly above the Los Angeles County average. Expanding tree coverage, especially along major corridors and routes to parks, is essential for improving connectivity. Organizations like Tree People have contributed by planting over 2,400 trees in the city.



Figure 2. Park and transit system





# demographics and park needs

Demographics are key in identifying where new park amenities are most needed. SF POP! Plan examined population density, age distribution, poverty rates, pollution burden, and ethnicity by census tract to pinpoint areas where parks could have the greatest impact. Data from CalEnviroScreen, a tool from the State of California, was primarily used to assess social vulnerability and environmental burdens.

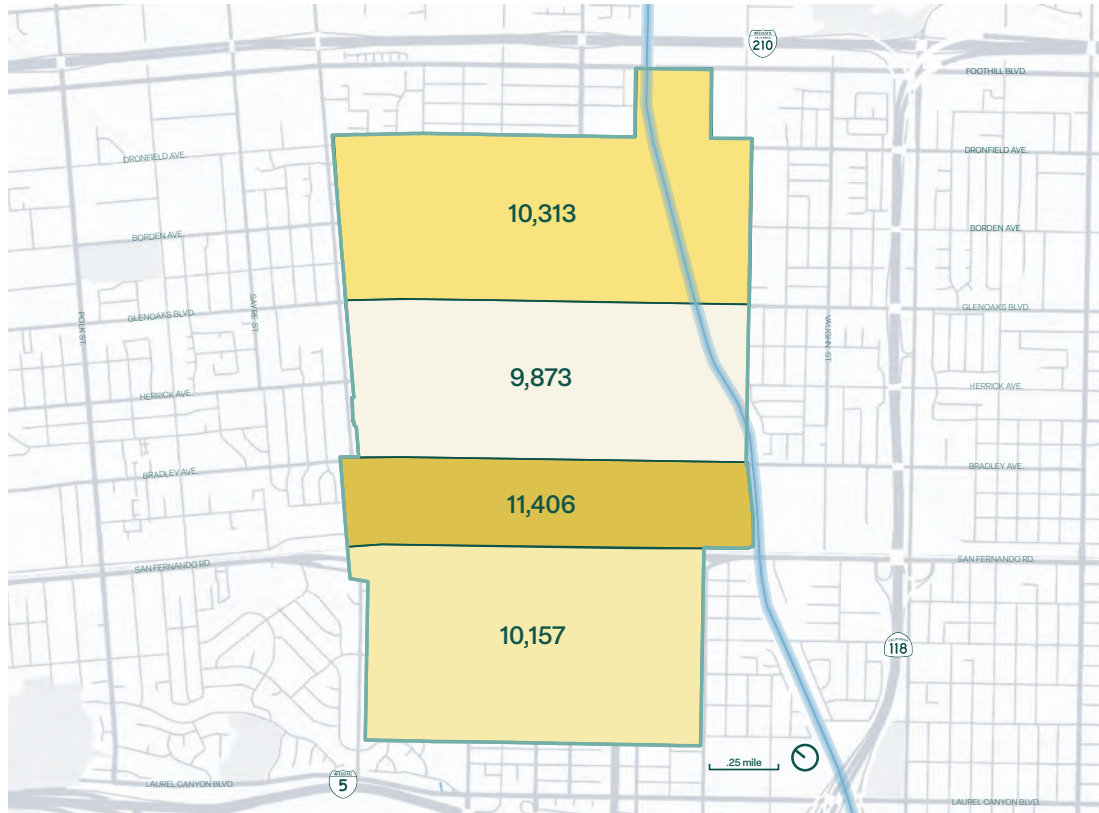


Figure 3. Population density

The City of San Fernando, with 24,535 residents over 2.4 square miles, has a density of 10,317 inhabitants per square mile (CalEnviroScreen 4.0, 2023). Figure 3 shows that the central areas near San Fernando Road, the train tracks, and the industrial zone have the highest population density. These residents typically lack private outdoor spaces, unlike those in single-family homes found elsewhere in the city, underscoring the potential need for additional public spaces in this densely populated area.

Poverty was also analyzed across the city due to its correlation with various health, educational, and economic outcomes. Parks offer free opportunities to enhance residents’ mental and physical health, support overall well-being, and provide essential services such as youth programs, senior centers, and social connections. In the City of San Fernando, 41% of the population lives below twice the federal poverty level (CalEnviroScreen 4.0). Poverty is particularly concentrated in the densest census tract, running from south to north, where 54% of residents experience poverty (Figure 4). This concentration highlights a significant need for additional resources and amenities in this area.



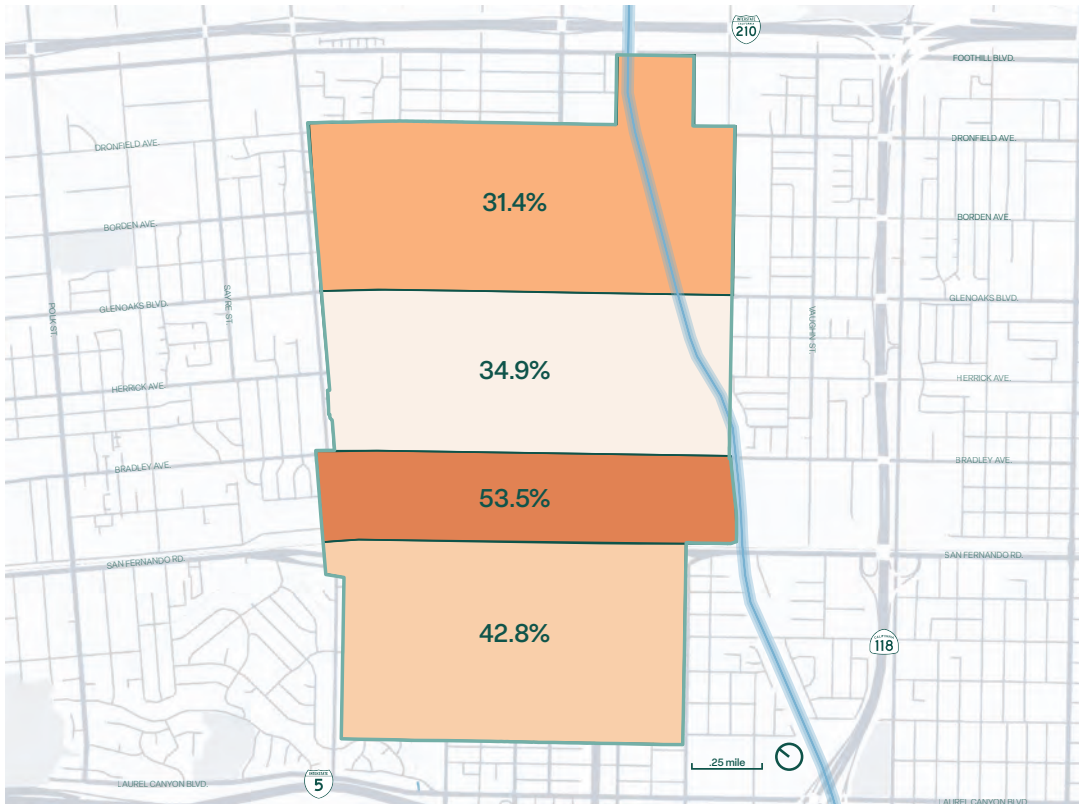


Figure 4. Poverty

Understanding age distribution is key to tailoring park programming and amenities, especially since seniors and children are often the least mobile, most vulnerable to social isolation, and more susceptible to poor health. These groups require easily accessible open spaces close to their homes, as well as specific amenities to meet their needs. Although the maps showing the percentage of the population over 65 and under 10 do not indicate major variations across the city, they do highlight the substantial populations of both elderly and youth residing in San Fernando.

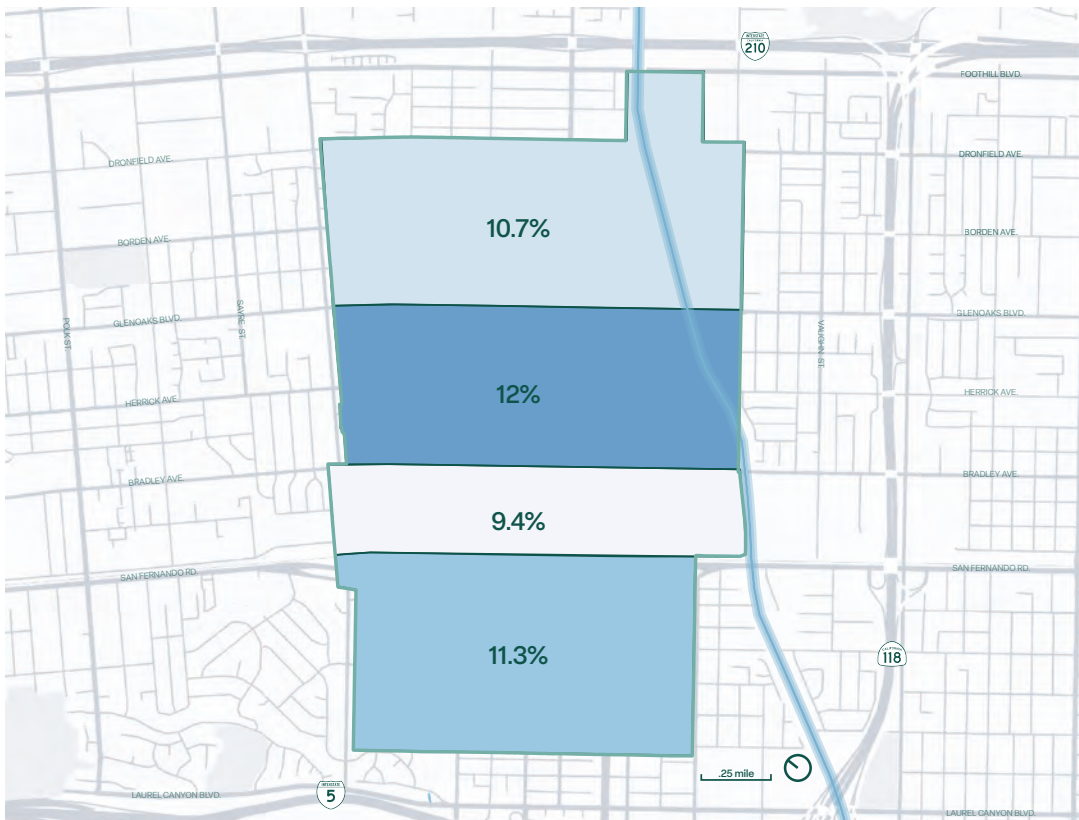


Figure 5. Percentage of population over 65 years old

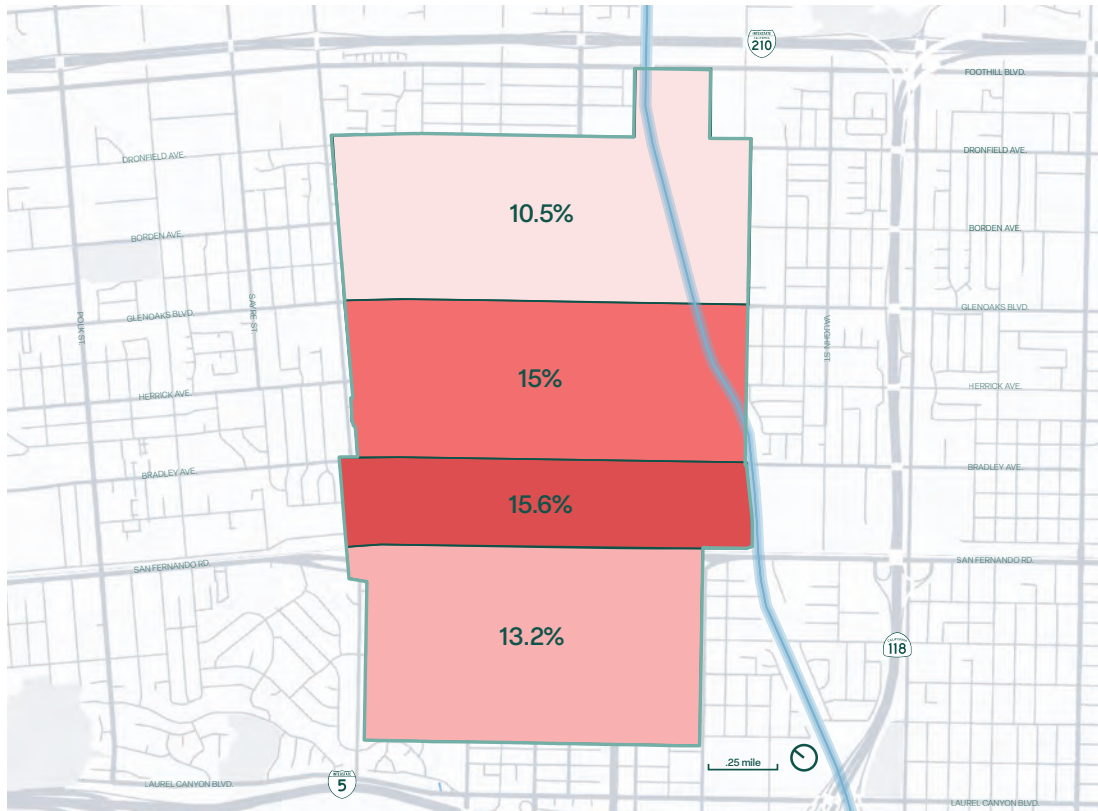


Figure 6. Percentage of population under 10 years old

Pollution burden is a key factor in assessing an area’s environmental health, encompassing air quality, pesticide use, traffic density, and proximity to hazardous waste and groundwater threats. Analyzing these factors identifies risks and informs mitigation strategies. According to CalEnviroScreen 4.0, the City of San Fernando’s pollution burden percentile is 72, slightly above Los Angeles County’s 71 and higher than the California average. Figure 7 shows pollution is concentrated in the southern census tract near I-5 and SR 118, highlighting the need for enhanced planting, air quality improvements, and targeted amenities to reduce air pollution exposure in parks, schools, and neighborhoods.

Lastly, the ethnic composition of the City of San Fernando is predominantly Hispanic, representing 94% of the population, with no significant differences observed among the four census tracts (Figure 8). The remaining population includes 4% White, 0.6% Black, 1% Asian, and 0.5% Native American residents, with the Fernandeño Tataviam Band of Mission Indians headquartered in the City directly across from the City Hall. These demographic figures should inform the cultural activities and design aesthetics that resonate with the city’s residents, ensuring that park spaces are welcoming and reflective of the community’s identity.

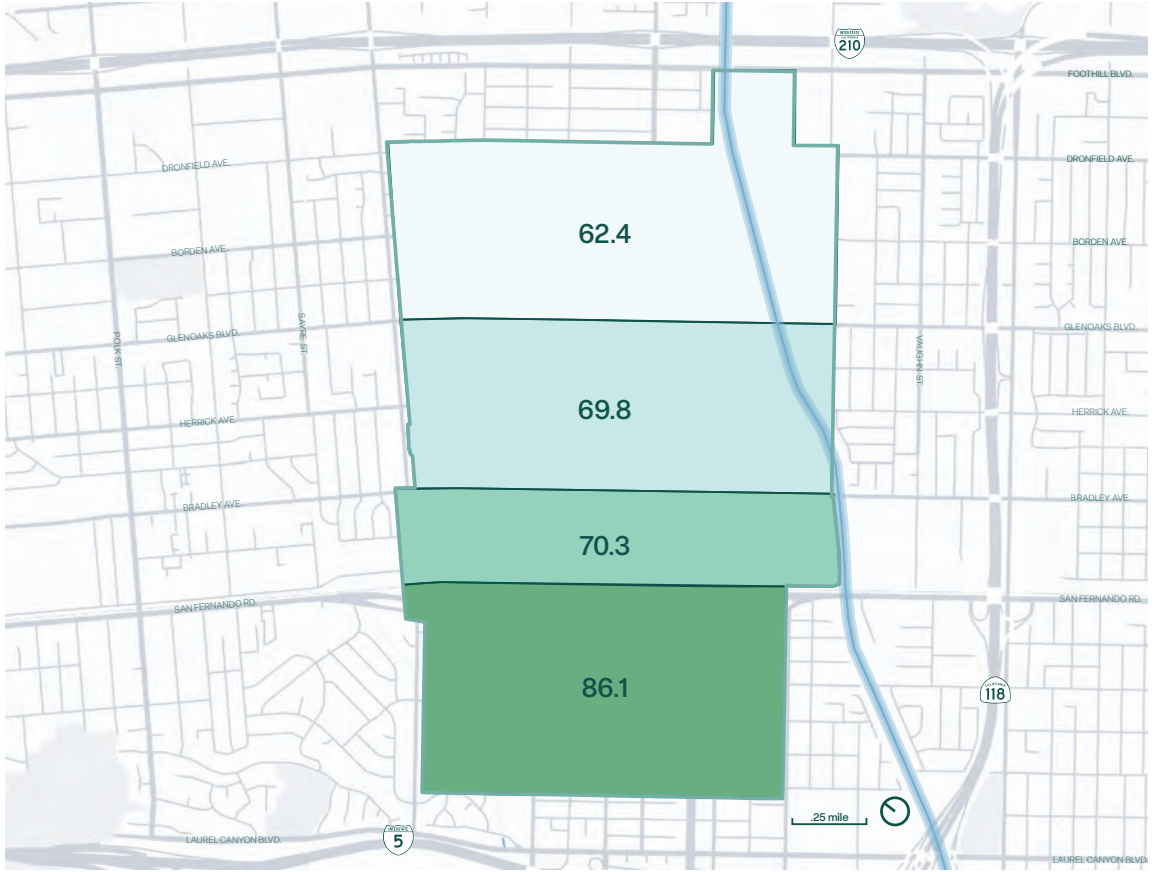


Figure 7. Pollution burden

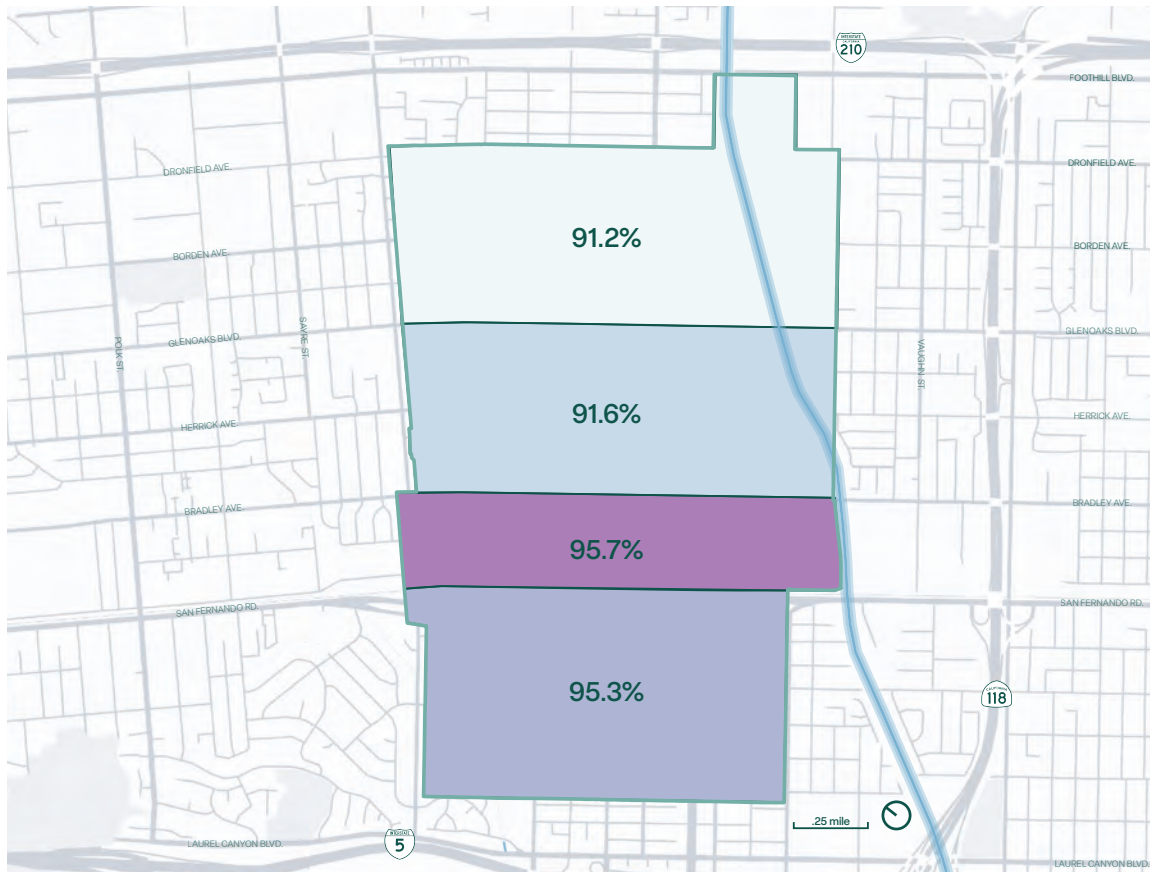


Figure 8. Ethnicity

Non profit

- 1 Chicas Mom Inc.
- 2 Tia Chucha’s Centrol Cultural
- 3 Pukúu Cultural Community Services

City resources

- 4 San Fernando Recreation Center
- 5 San Fernando Library
- 6 San Fernando Community Health Center
- 7 Valley Family Center

Child care

- 8 Menjivar Family Day Care
- 9 Growing Together Family Day Care
- 10 Cuddly Bear Day Care
- 11 Hernandez Family Child Care
- 12 Kids First Learning Center

Commercial

- 13 San Fernando Swap Meet
- 14 Smart & Final Extra!
- 15 El Super #47
- 16 Vallarta Supermarkets

Health clinics

- 17 Northeast Valley Health Corporation
- 18 San Fernando Health Center
- 19 Partners in Care Foundation
- 20 San Fernando Community Health

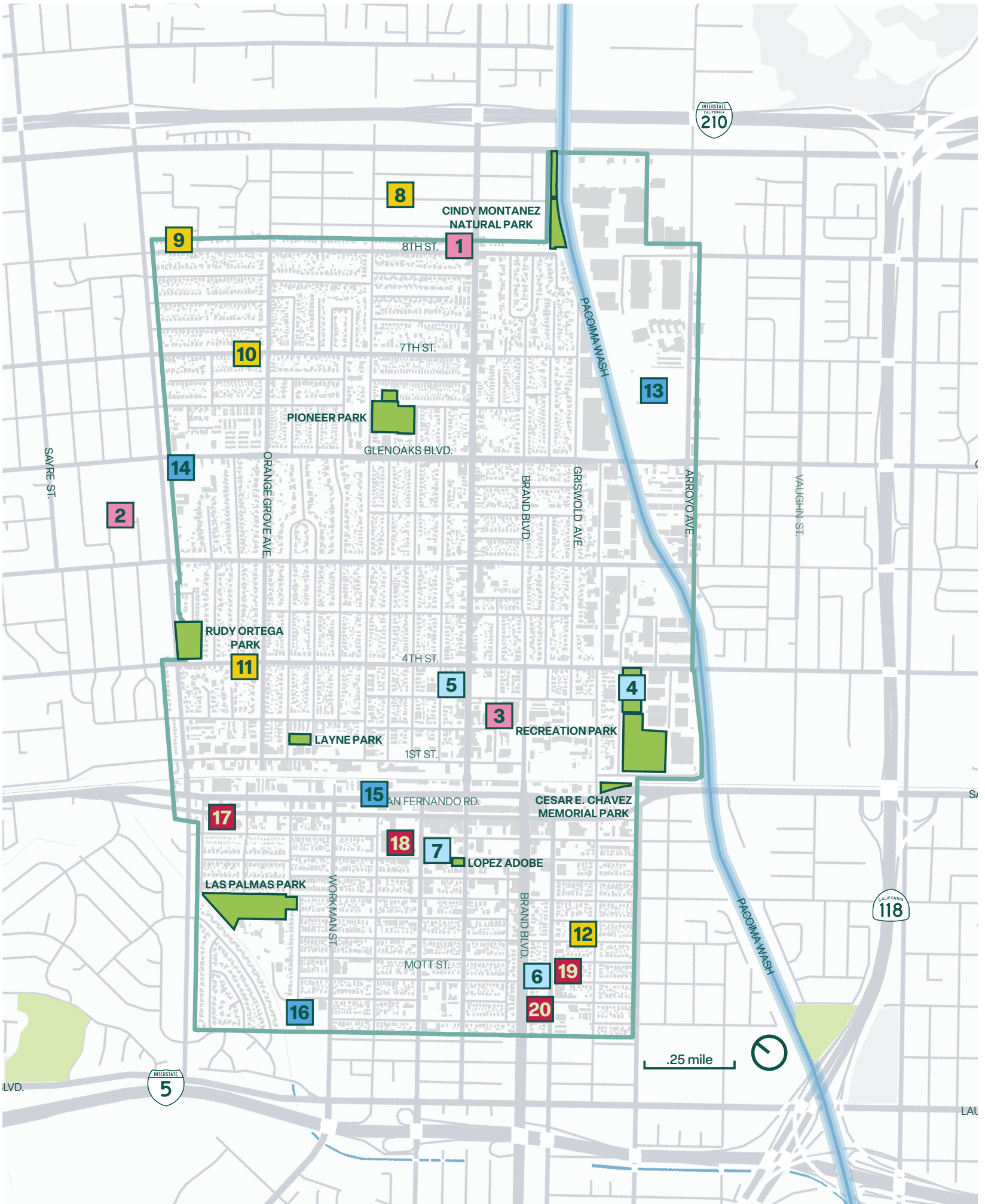
-  City boundary
-  Parks

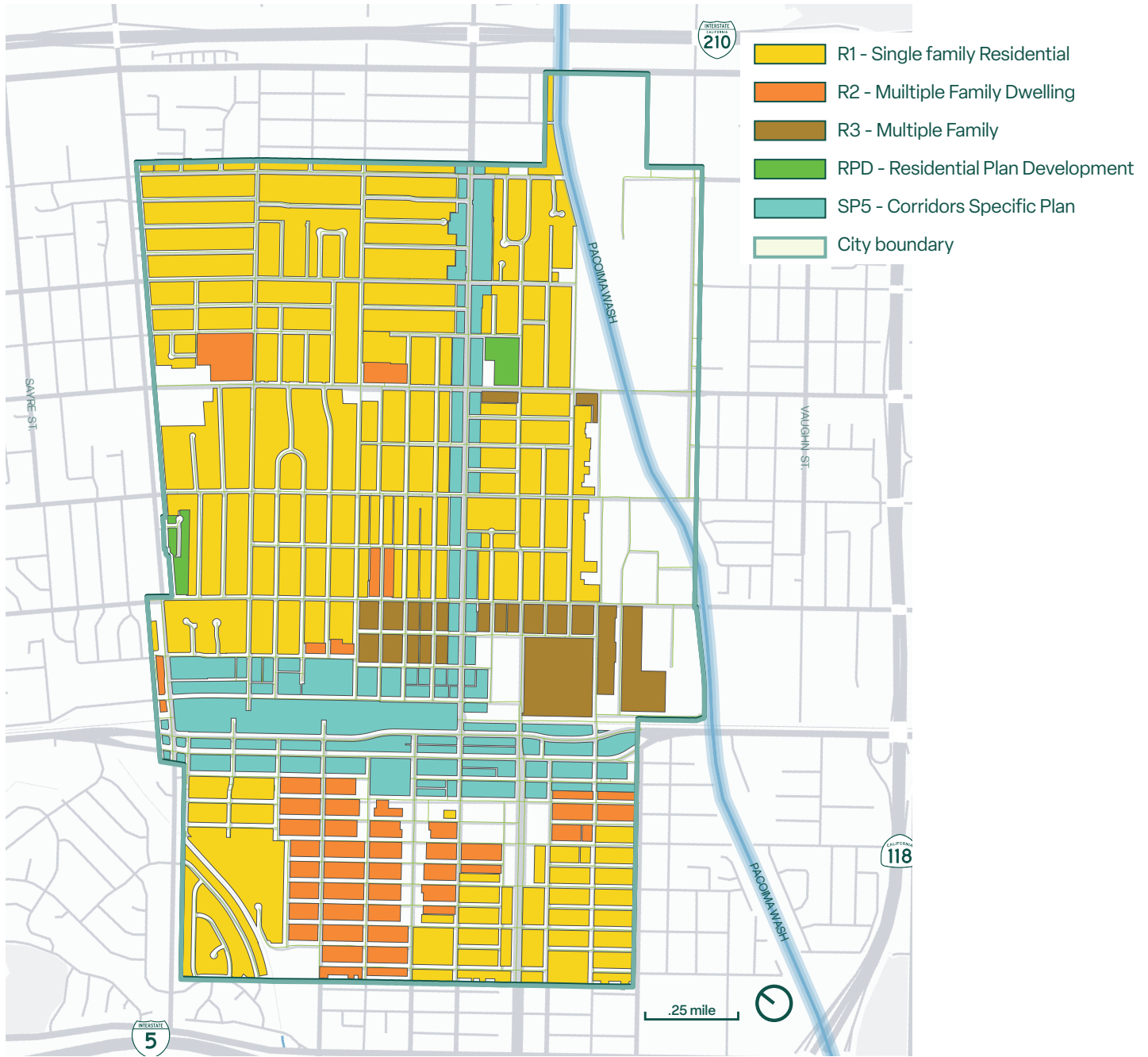


## social infrastructure

Social infrastructure is the physical places and organizations that shape our interactions, relationships, as well as social networks. This includes public spaces like libraries, parks, playgrounds, community centers, schools, and even sidewalks—places where people gather and connect, fostering a sense of community and social cohesion. These were mapped in order to understand the network of community resources and begin to explore how parks could be multi-functional spaces utilized by existing institutions and the people that rely on them. This proximity also strengthens social ties and increases the utilization of both the parks and the social infrastructure, fostering a more resilient and cohesive community.







## zoning

The City of San Fernando zoning is predominantly residential. The majority of the land is allocated to Single Family Residential (yellow), followed by multiple-family dwellings (orange) and multiple-family (brown). Industrial zones are limited to the northeast of the city, with no other industrial areas present. Commercial zones are also limited and dispersed throughout the city. Additionally, the city has designated Specific Plan Corridors (blue), encompassing downtown San Fernando (Truman Street and San Fernando Road) and the blocks along Maclay Ave from downtown to the city’s northern limit. These corridors aim to enhance identity and economic development through mixed-use areas, accompanied by street improvements to slow down traffic, provide shade, and enhance overall walkability.

## existing city plans

A comprehensive literature review was conducted to align SF POP! with existing plans developed for the future of the City of San Fernando. SF POP! integrates and advances the policies, frameworks, and goals outlined in the City's plans to ensure cohesive vision for the City of San Fernando.

### **City of San Fernando Park and Recreation Master Plan (2017)**

The Master Plan outlines a strategy for enhancing recreational facilities and programming in the city. It recommends renovating existing parks based on both immediate and long-term needs and expanding the city's bike network with new bikeways, particularly along the Pacoima Wash and railroad. Additionally, the plan proposes joint-use agreements with LAUSD to allow the use of school facilities after hours and on weekends, thereby increasing the availability of programs and amenities for residents. This has direct relevance to the SF POP! Plan, which builds on these recommendations to better address accessibility and new park opportunities within the City.

### **San Fernando Corridors Specific Plan (2017)**

The San Fernando Corridors Specific Plan aimed to revitalize the key thoroughfares of San Fernando—Maclay Avenue, Truman Street, and San Fernando Road—which serve as the city's primary gateways. By transforming these underutilized and highly visible areas, the plan seeks to create vibrant and attractive spaces that enhance the city's appeal. It outlines planning principles, land use policies, and design guidelines for both private and public improvements. Additionally, the plan provides a detailed list of steps and catalyst projects needed to implement these improvements. This plan has implications for SF POP! due to the reliance on these corridors as major routes to parks. Additionally, the commercial corridors serve as recreational spaces where people gather and host special events, such as the San Fernando Night Market and city-wide seasonal events like the Tree Lighting.

### **San Fernando Safe and Active Streets Implementation Plan (2021)**

This plan built upon the 2017 Safe and Active Streets Plan, offers a comprehensive guide for the city to enhance programs aimed at making San Fernando safer and more accessible for pedestrians and cyclists. The plan identifies priority projects focused on road reconfigurations, traffic calming measures, sidewalk repairs, and the expansion of the bike network. These strategies target key areas, including main thoroughfares like San Fernando Road and Brand Blvd, as well as proposing a city's bike network system.

## existing conditions key takeaways

Several key insights emerge when examining the City of San Fernando's current landscape. While the City boasts seven parks that provide easy walking access for the majority of community members, it falls significantly short of the recommended parkland per resident. Challenges in densely populated areas, parking inefficiencies, and a lack of pedestrian infrastructure underscore areas for improvement. However, amidst these challenges lie opportunities for innovation, including leveraging the street network for public spaces and transforming underused land into vibrant open spaces, providing a foundation for targeted interventions to enhance quality of life for all community members. Below are key takeaways from the existing conditions data analysis that, combined with community feedback and engagement, serve as the backbone for the design strategies and recommendations in chapters 6 and 7, respectively.

- The City of San Fernando has a vibrant civic community, with a predominantly Hispanic population, underscoring the importance of offering Latinx cultural activities and providing bilingual information in public spaces.
- Nearly all residents live within a half-mile of a park, which speaks to the walkability and accessibility of the City's existing facilities.
- The City currently provides only 1.4 acres of parkland per 1,000 residents, falling short of the standard of 10.8 acres per 1,000 residents. Additional parkland is needed to meet this standard.
- The census tract between Fourth Street and San Fernando Road is the most socially vulnerable and should be prioritized for additional parkland and recreational programming.
- There is a lack of active transportation infrastructure, such as bikeways, limiting safe and convenient access to parks.
- The San Fernando trolley system has the potential to connect residents to parks, but its effectiveness is reduced by low frequency, inadequate shade, and insufficient information at stops.
- While the City of San Fernando is primarily residential, the Specific Plan Corridors' commercial areas offer opportunities for vibrant, walkable, mixed-use development.

Image 7. Mural at César Chávez Memorial Park (Los Angeles Daily News)







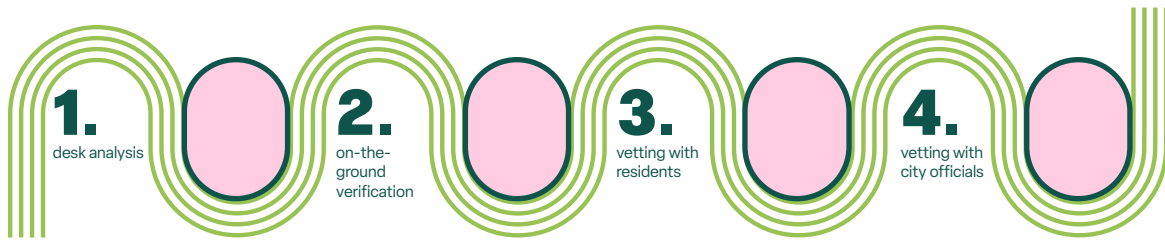


The background of the slide is a light green color with a topographic map pattern of concentric, irregular contour lines. The lines are thin and dark green, creating a sense of depth and terrain. The text is centered within the upper right portion of this pattern.

# 3. land inventory

# methodology

The SF POP! Plan process explored unconventional opportunity sites and included a thorough land inventory to uncover all underutilized spaces with the potential to become much-needed community parks. The analysis included sites such as vacant lots, underutilized parking areas, schools, outdoor areas at places of worship, trails, and major streets. The resulting land inventory table on page 30 highlights 29 locations within the city, offering over 50 acres of possible park space. The graphic below summarizes this process.



## 1. Desk analysis

This process included evaluating all city parcels, buildings, schools, bikeways, and parks. Beginning with a comprehensive mapping of all areas without maps and verifying or eliminating their potential based on Google Earth Imagery.

## 2. On-the-ground verification

Feasibility was further confirmed during a day long site visits around the City of San Fernando looking for evidence that the space was occupied, publicly accessible, and large enough to accommodate public amenities.

## 3. Vetting with residents

Community members provided their input on under utilized sites that they would like to see improved to provide recreational opportunities in the survey and focus groups which are described in more detail in chapter 4.

## 4. Vetting with city officials

The findings of the desk analysis and on-the-ground verification were presented to the San Fernando Recreation Department, the San Fernando Park and Wellness Commission, and the San Fernando Department of Community Development to gather feedback, understand current plans for the identified sites, and refine the land inventory accordingly.

## desk study overview

The map below presents the initial parcels from the GIS desk study on vacant land. Utilizing the County of Los Angeles Assessors Database, all public and private parcels with no building on them were isolated. The resulting spaces identified were an area of 256 acres, which is approximately 17% of San Fernando's total area. Among these parcels, 51% are designated as parking lots, 19% as schools, 12% as parks, 7% as channels, 4% as vacant lots, 4% as right of way, 2% as trails, 1% as places of worship, and 1% as medians.

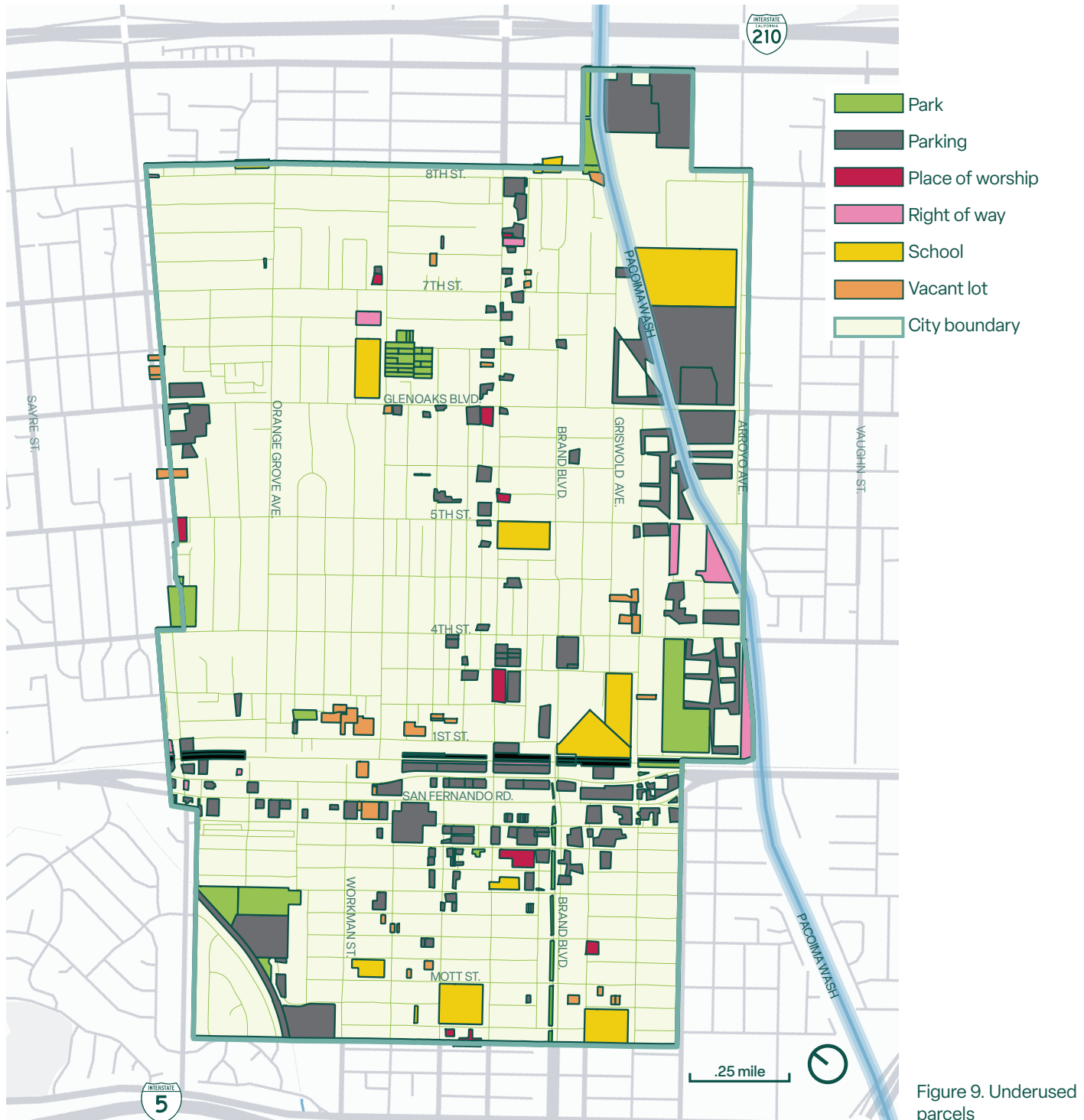


Figure 9. Underused parcels

## ground truthing the desk study

To vet the desk study, the project team conducted a comprehensive walk audit, community engagement activities, and meetings with other City staff. The walk audit revealed new sites not captured in the desk study, confirmed the viability of identified sites, and indicated that several sites were either in precarious or inaccessible locations or encroached too closely on residential properties.

Community input primarily came through focus groups described further on page 38. During these meetings, participants reviewed the map provided on page 27 and were encouraged to add, remove, or suggest modifications to the list of identified sites. This process led to the addition of a few new sites; however, many parking lots were removed based on the high demand and importance expressed by the participants.

City staff provided critical insights into current and planned developments for several sites identified through community input and desk research, which were not publicly available. The most significant conflicts arose from ongoing plans to develop housing on vacant land.



Image 8. Project Team Walk Audit



Image 9. Vacant lots adjacent to Layne Park

## land inventory overview

The land inventory table on pages 30 and 31 was compiled after thorough on-the-ground assessments and community input on parcels initially identified in the desk study. The inventory is categorized into commercial areas, parks, private parking lots, public parking lots, and schoolyards. Overall, land availability in the City of San Fernando is limited, 29 parcels were identified, which include 59.34 acres of undeveloped land, 26.32 acres requiring a change in land ownership, and 8.15 acres identified for potential joint use.

Many parcels in the inventory already have another use. Some, like schoolyards, the San Fernando Mall, and the Swap Meet, offer opportunities for shared use with the city to create parks and public spaces. However, the most significant number of spaces identified, such as parking lots, would need a complete redesign and transformation to serve as parks or recreational areas.

Existing parks were included in the inventory because community members identified specific improvements they want to see. Although parks represent the largest parcels in the inventory, the actual space available for reimagining is much smaller due to the existing amenities. However, many of the recommendations outlined in chapter 7, can be accomplished within these smaller areas. Outside of parks, the largest site identified is the Swap Meet lot, which spans 17.4 acres.

The inventory also includes the most recent ownership data from the County Assessor’s database. Twelve parcels are owned by public agencies, including the City of San Fernando, the San Fernando Parking Agency, the County of Los Angeles, LAUSD, and LACMTA. These could be developed in partnership with these agencies without needing a deed transfer. Conversely, parcels owned by public utilities, private individuals, companies, or trusts would require acquisition.

It’s important to note that streets and rights-of-way, including sidewalks and roadbeds, were not included in the inventory. However, they represent the most prominent public spaces in any urban environment. In San Fernando, the street network spans 54.8 miles, offering significant opportunities for creating temporary and permanent public spaces. These could include curb extensions, play streets, pedestrian promenades, parklets, pocket parks, and temporary open streets. Existing examples in the city include a curb extension at Park Ave and First St, and a pedestrian promenade along San Fernando Road from Brand Blvd. to South Maclay Avenue. We recommend further studies to assess the potential for parks or recreational opportunities within these rights-of-way.

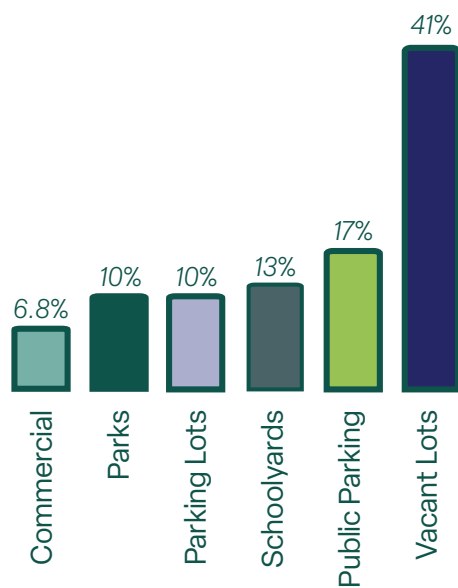


Figure 10. Total square footage percentage per typology in land inventory table



**land inventory**

	<b>SITE</b>	<b>ASSESSOR ID</b>
<b>CM</b>	CM1. Swap Meet	2515-024-012, 2515-024-013
	CM2. San Fernando Mall	-
<b>PK</b>	PK1. San Fernando Recreation	2519-026-903
	PK2. Las Palmas Park	2612-015-905, 2612-015-900
	PK3. Mission City Trail	-
<b>PL</b>	PL1. South Maclay Avenue and Celis Street	2521-031-012
	PL2. Near Smart & Final	Near Smart & Final
	PL3. Glenoaks Blvd + North Hagar Street	2518-030-013
<b>PP</b>	PP1. St Alphonsa Syro-Malabar Catholic Church	2519-005-011
	PP2. Court A Parking on 3rd Street	2519-016-906
	PP3. Lot 8 - Pico Street	2522-004-904
	PP4. Lot 5 - Truman Street	2521-034-905, 2521-034-904
	PP5. Lot 4 - Truman Street	2522-001-901, 2522-001-902
<b>SY</b>	SY1. San Fernando Elementary School	2613-008-900
	SY2. PUC Nueva Esperanza Charter Academy	2520-022-006
	SY3. O'Melveny Elementary School	2613-003-900
	SY4. San Fernando Middle School	2519-017-900, 2519-019-900, 2519-018-900
<b>VL</b>	VL1. North Alexander Street and 1st Street	2520-019-016, 2520-019-006
	VL2. Around Layne Park	2520-011-042, 2520-011-038, 2520-011-041, 2520-01
	VL3. Alleys parallel to North Maclay Street	
	VL4. San Fernando Mission Blvd and Griffith	2521-036-001
	VL5. Street	2521-016-900
	VL6. San Fernando Rd near KFC	2521-010-001
	VL7. South Kalisher Street and Kewen Street	2519-021-015
	VL8. Fourth Street and Jesse Street	2612-005-031
	VL9. Behind Majer Liquor Store	2521-018-014
	VL10. Truman Street and Workman Street	
	VL11. Next to New Hope Family Church	2518-025-800
	VL12. Glenoaks Blvd and Harding Street	2516-023-013
	On Mountain View Street	

**total ac**

- CM Commercial
- PP Public Parking
- PK Park
- SY Schoolyard
- PL Parking Lot
- VL Vacant Lot



	ACREAGE	OWNER
	17.4 0.3 mi long	San Fernando Gateway LLC & Ira Levin SF Redevelop City of San Fernando
	9.6	City of San Fernando
	7.6	City of San Fernando
	1 min long	LACMTA
	0.12	Downtown San Fernando LLC
	1.85	Imedra # 2000 Family Limited & Partnership and & G
	0.75	Mutual Faith Ministries & International Inc
	0.57	First Baptist Church and of San Fernando
	2.0	Los Angeles County
	0.37	City of San Fernando
	0.38	City of San Fernando
	1.15	San Fernando City Parking Authority
	2.3	LAUSD
	0.15	1218 Charter LLC ET AL & Dong Ky Hua
	2.3	LAUSD
	5.7	LAUSD
1-043	0.88	San Fernando First St LLC
	2.7	San Fernando First St LLC
	0.3 mi long	-
	0.23	PG and Associates Inc
	0.9	City of San Fernando
	0.11	Delany Diance Et Al
	0.45	Pena, Victor and Veronica
	0.34	Majers, Michael
	0.56	Legarcie, Maritza TR & Maritza Legarcie Trust
	0.45	City of San Fernando
	0.23	So Calif Edison CO
	0.25	Payne, Marian W TR & Payne Family Trust & Payne

**acreage 59.34**





# 4. community engagement

## overview

Obtaining direct input from community members was a critical part of developing the SF POP! Plan and its final recommendations. It was essential that residents not only provided feedback on the decisions and strategies under consideration but also served as true partners in the plan’s development. This partnership ensured that the designs and recommendations met their needs, incorporated their lived knowledge, and had a meaningful impact. Residents identified key parcels of land with potential for improvement, suggested possible enhancements and amenities, and co-designed the vision for those spaces.

To ensure that the feedback gathered reflects the full diversity of the City’s demographics, SF POP! held tailored sessions for youth, seniors, and tenants. These engagement activities were conducted from October 2023 to July 2024, with approximately 484 residents participating in 10 events. The table on the next page provides detailed information about each of these engagement activities.



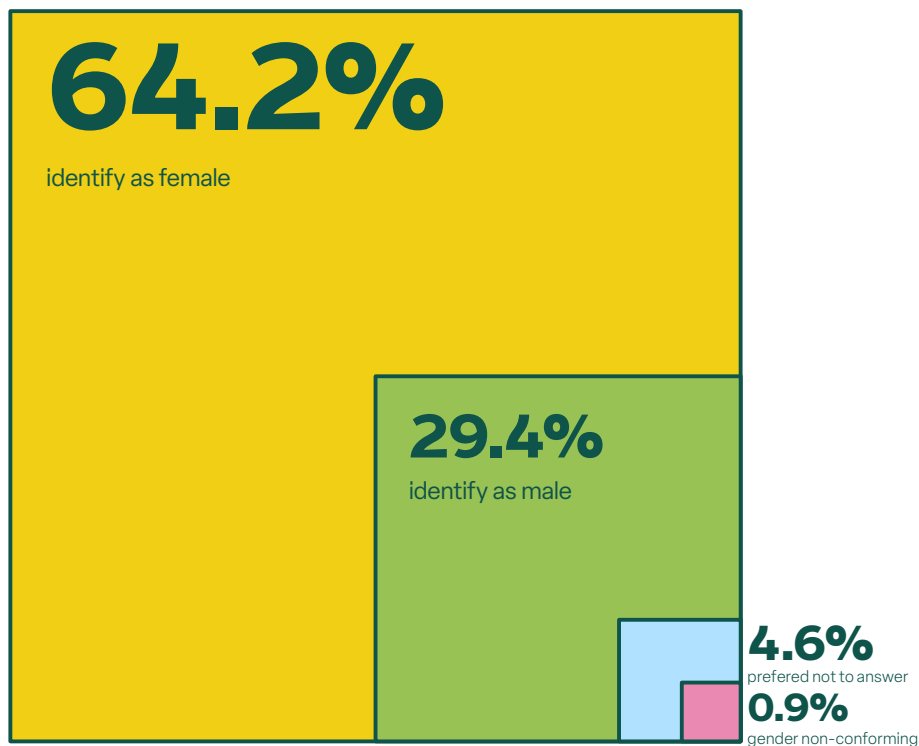
Image 10. Senior residents gathered around the map of San Fernando during a focus group

ENGAGEMENT ACTIVITY	PARTICIPANTS	LOCATION
 <p><b>Community-wide survey</b></p> <p>The community survey aimed to identifying residents’ diverse needs and preferences regarding park facilities and current patterns of park usage and to pinpoint underutilized areas—such as vacant land, streets, schools, and parking lots—that the City could transform into vibrant recreational spaces.</p>	<p><b>112</b> responses</p>	<p><b>City Tree Lighting Event</b></p> <p><b>Online survey</b></p>
 <p><b>Focus groups (youth, seniors, tenants)</b></p> <p>The goal of this activity was to understand how residents use existing parks and pinpoint and confirm potential locations for new park development.</p>	<p><b>30</b> participants</p>	<p><b>San Fernando Recreation Park</b></p> <p><b>Las Palmas Park</b></p>
 <p><b>Walk audits (youth, seniors, tenants)</b></p> <p>Through a series of walk audits, residents explored underutilized areas to identify opportunities for new park features and gathered insights on open space usage patterns to uncover unmet needs across the city.</p>	<p><b>23</b> participants</p>	<p><b>Layne Park and adjacent vacant lots</b></p> <p><b>Las Palmas Park</b></p> <p><b>Mission City Trail</b></p> <p><b>San Fernando Mall</b></p>
 <p><b>Community-wide co-design workshops</b></p> <p>Residents had the opportunity to design three sites to reflect the community’s diverse needs and preferences.</p>	<p><b>319</b> participants</p>	<p><b>San Fernando Night Market</b></p> <p><b>4th of July Festival</b></p> <p><b>Las Palmas Park</b></p>

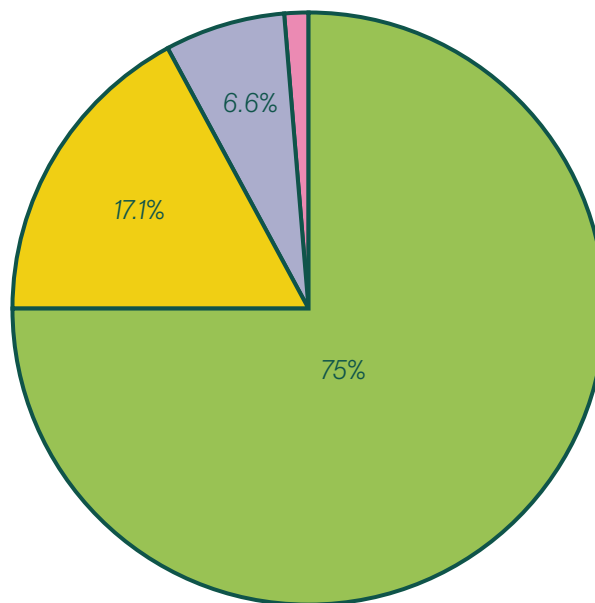
**484** San Fernando residents engaged

## community survey

The community survey aimed to capture residents' diverse needs and preferences for park facilities, examine their current park usage patterns, and identify underutilized spaces—such as vacant lots, streets, schools, and parking areas—that could be transformed into vibrant recreational areas. The results are summarized below (See full results Appendix 2).



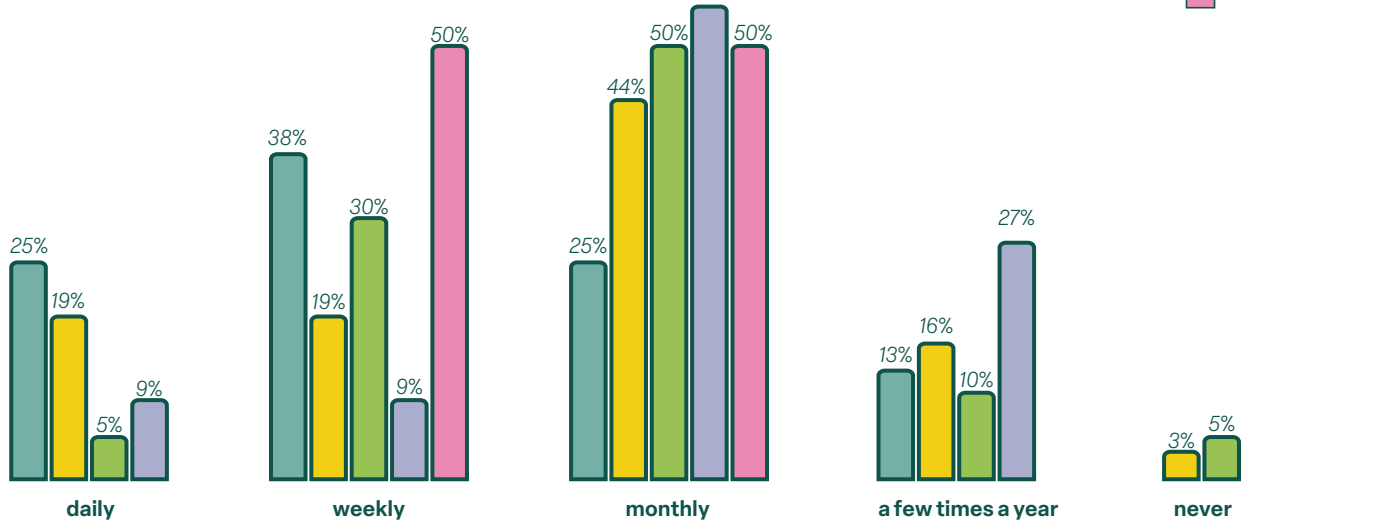
**75%**  
of total participants feel strongly about repurposing vacant land into recreational spaces



- strongly agree
- agree
- neutral
- disagree

# 50%

of total participants frequent a park at least one a week



# 30%

of total participants don't frequent parks because they don't like the amenities

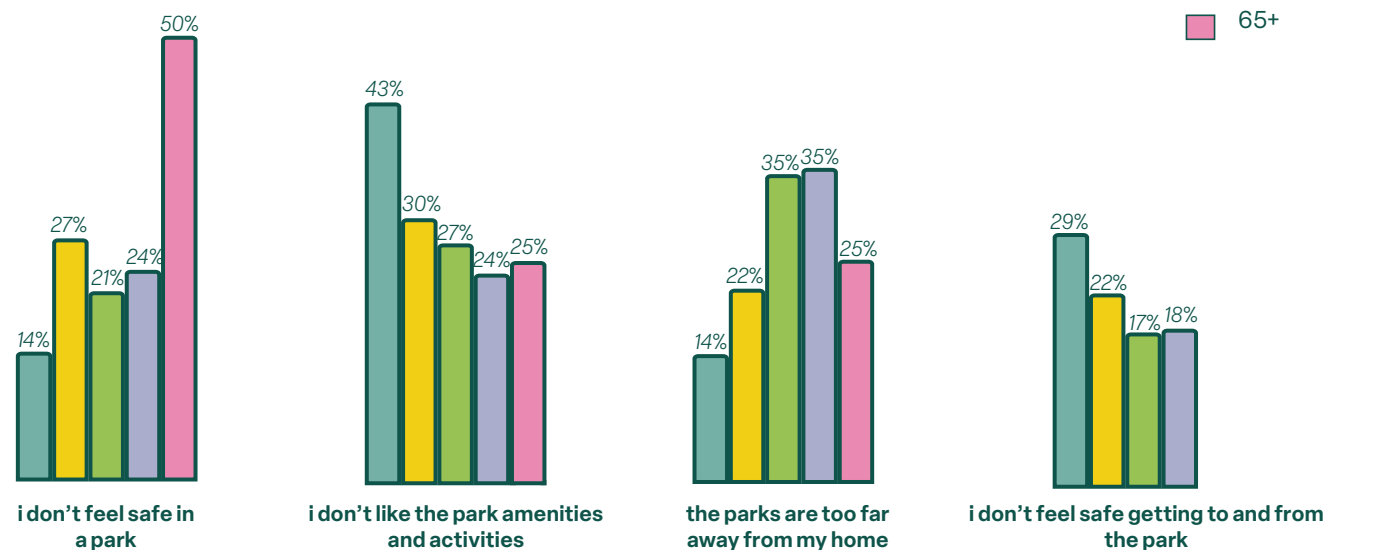






Image 11. Participants at the tenants focus group

## focus groups

Focus groups provided a valuable opportunity for in-depth discussions with San Fernando residents, allowing for a deeper understanding of how they currently use existing parks. These conversations also helped identify and validate potential locations for new park developments, ensuring that the proposed sites align with community needs and preferences.

## walk audits

During the walk audits, participants filled out a worksheet while walking and exploring the area, allowing them to share their current site experiences and suggest new recreational amenities they would like to see. This hands-on approach ensured the feedback was grounded in firsthand observations and experiences, providing valuable data for future park development.

The sites for the walks audits were selected based on parcels that were prioritized by community members during the focus groups. While some of these sites ultimately proved to not be feasible to transform into open spaces due to private ownership or size constraints, the walk audit revealed these spaces' possibilities. Residents could see beyond the current limitations, imagining how underutilized areas could be revitalized and replicated throughout San Fernando, ultimately inspiring a broader reimagining of the city's landscape.

## mobile workshops

Interactive mobile engagements were set up at the San Fernando Night Market and the annual 4th of July Festival, providing residents with opportunities to share their opinions through engaging activities in spaces where they were already gathering. This feedback was crucial for designing innovative and inclusive public spaces that reflect the community's diverse needs and aspirations. Each event featured three city sites and different potential amenities, informed by prior surveys, focus groups, and walk audits. Participants used three tokens per board to vote on their preferred features. Chapter 6 summarizes the votes from over 300 participants and presents the proposed designs for the selected sites.





Image 12. Walk audit by vacant lots adjacent to Layne Park



Image 13. Focus group with senior residents



Image 14. Mobile workshop at the City's annual 4th of July Festival at Recreation Park





## design workshop

In the final community workshop, the participants of the focus groups and walk audits, along with the public at large, were invited to co-design underutilized parcels. The workshop aimed to share the main findings from the SF POP! process and, most importantly, to collaborate with the community in designing amenities and programs for open spaces that were identified as main priorities for the community through the preceding engagement events. This gathering also served as a moment of appreciation and celebration, acknowledging the valuable time and effort that community members gave to the SF POP! process. The workshop consisted of three key activities, alongside a general project update.





Image 15. Participants at the design workshop

The first, “Memories of San Fernando,” allowed participants to interview each other, uncovering and sharing their most cherished memories in the City, creating a sense of connection and nostalgia. Next, in the “2D Place It” activity, participants used paper cutouts to simulate the scale of amenities, arranging them on bird’s-eye view plans of each priority location, actively shaping the future of these spaces. Lastly, in the “Vision Collage” activity, participants cut out images from magazines and illustrations to craft collages atop photos of the three selected open spaces across San Fernando, visually imagining the future of these areas.

## engagement key takeaways

Below are some of the key takeaways from the engagements. Please refer to Appendices 2 and 3 for a complete list of results.

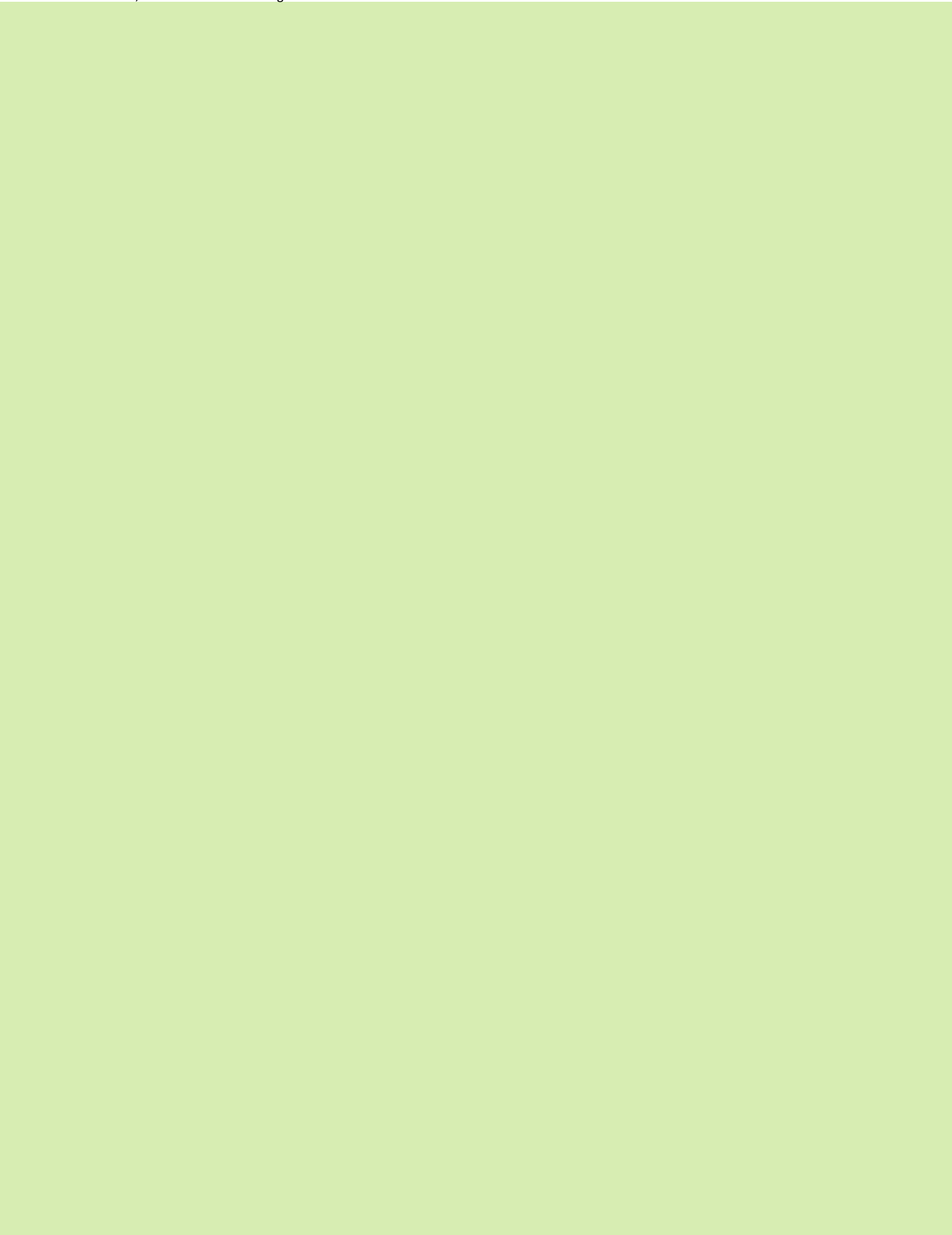
- **Parks are loved, but there should be more.** Community members noted that the parks are well loved and used throughout the city but recognized that they are limited and concentrated in certain areas. They were eager to find new spaces and recognized the importance of dispersing them throughout all neighborhoods.
- **Focus on commercial areas.** Commercial areas emerged as key focal points during community discussions about spaces needing improvement. Serving as civic cores, these areas are where people gather to rest, play, and recreate. Many participants shared fond memories of spending time in local commercial areas, emphasizing their importance as central gathering spots.
- **Build designated spaces for youth.** Both youth and adults consistently stressed the importance of creating designated spaces specifically for young people. Ideas frequently mentioned included teen centers, skate parks, and other safe outdoor environments. These spaces are essential for providing youth with supportive environments where they can engage in positive activities, build relationships, and develop life skills.
- **Design spaces for women and gender inclusion.** Residents raised the need for park spaces that cater specifically to women and girls to ensure that they feel safe, welcome, and included. These discussions highlighted the importance of features such as well-lit pathways, diverse recreational areas, and programming tailored to the interests of women and girls, like dance classes and fitness programs.
- **Add more cultural and wellness programming.** Residents expressed strong enthusiasm for adding group classes and events celebrating Latino and Mexican culture. Programs such as folklórico and danza were frequently mentioned as appealing options for outdoor activities. Additionally, there was a desire to expand existing community events like the Outdoor Market and Farmers Markets, which serve as vital cultural and social hubs.
- **Increase safety.** Safety was a major concern among residents, with many suggesting practical measures to improve it. Ideas included better lighting, increased presence of staff or security, and adding security stations where people can quickly call for help.
- **Multi-generational households need multi-generational spaces.** Residents frequently discussed the importance of parks that cater to multiple generations, particularly the elderly and youth, who both rely heavily on these spaces. Participants emphasized the need for facilities that can accommodate family activities, ensuring that parks offer something for everyone.



- **Make parking and access easier.** Access to parks was another common concern, with many residents mentioning challenges related to parking availability and the distance they sometimes need to walk, especially at popular parks like Las Palmas and Recreation Park. Participants suggested improvements, like additional parking, better lighting, tree-lined pathways, and public art, to make the journey to and from parks safer and more enjoyable.
- **Major need for a dog park.** During community workshops, dog owners strongly supported adding a new dog park within the city. For dog owners in the City of San Fernando, accessing an off-leash dog park currently requires traveling over 10 miles to nearby cities like Burbank and Encino. This distance is a significant inconvenience, particularly for dog-owning renters who often lack private yards where their pets can roam and exercise freely.



Image 16. Youth at the walk audit.

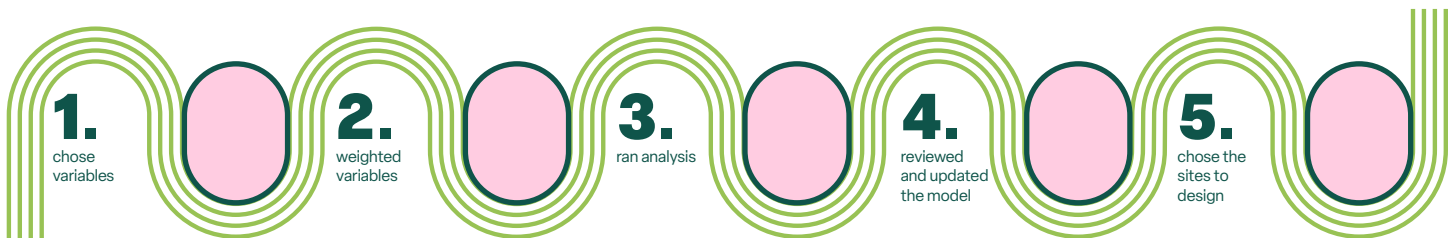




# 5. land prioritization

# methodology

Three sites were selected for further concept design development using a prioritization process. As described in chapter 3, a land inventory table was created, identifying 29 locations that collectively offer over 50 acres of potential park space. As a next steps, a prioritization matrix was developed to ensure a strategic selection process, incorporating key variables with weighted values to promote equity and fair distribution of parks. This matrix also addressed community concerns and the potential of each site to support essential services (See table on page 50).



## 1. Chose variables

Based on the existing conditions, feedback from stakeholders, and community engagement, the Project Team identified 9 key variables for prioritizing new park locations. More details can be found on page 47.

## 2. Weighted variables

The selected variables were then weighted according to their importance, with adjustments made to minimize redundancy.

## 3. Ran the analysis

Using GIS and other tools, we conducted an analysis to score each variable and evaluate potential sites.

## 4. Reviewed and updated the model

The results were reviewed by comparing the site scores with the opportunities they offered and needs they addressed. The variables were then refined to improve accuracy.

## 5. Chose the sites to design

After evaluating the top-scoring parcels, three sites were chosen for potential design interventions that could meet the recreation needs of the City of San Fernando. These design strategies are detailed in chapter 6.



**weighted criteria**

**Community Mentioned During Engagement**

15

Community feedback ensures that the needs and desires of local residents are met. This variable indicates strong public interest and support, making it a higher priority.

15

**Poverty Level of Census Tracts**

Prioritizing sites in areas with higher poverty levels helps address social inequities by providing much-needed green spaces in underserved areas of San Fernando.

**Density Level of Census Tracts**

15

Sites in higher-density areas are prioritized to maximize the number of residents who can benefit from the new park, enhancing community access to recreational spaces.

15

**Distance from an Existing Park**

Sites more than 1/4 mile from an existing park are prioritized to fill gaps in the current park network, ensuring broader community access to green spaces.

**Proximity to Schools or Childcare Facilities**

10

Prioritizing sites near schools or childcare facilities provides convenient recreational areas for children, promoting healthy outdoor activities.

10

**Proximity to Health Facilities**

Sites near health facilities are prioritized to offer spaces for patients, visitors, and staff to enjoy, contributing to overall well-being.

**Proximity to Commercial Hubs**

10

Sites near commercial areas are favored to enhance these spaces, attracting more visitors and supporting local businesses.

10

**Proximity to Senior Centers**

Sites near senior centers are prioritized to provide accessible outdoor spaces for older adults, promoting physical activity and social interaction.

**Public Ownership**

5

While publicly owned sites are more cost-effective to develop, this does not limit the selection process. Privately owned sites are still considered, as land acquisition remains a viable option when a site has high potential for park development.

# weighted score out of 100

## site selection

Following the completion of the prioritization model, the feasibility of the top-ranked sites was discussed with the City of San Fernando, and further research was conducted on each site’s potential. The table below explains why some of the top-ranked sites were not selected for further concept design development. However, recommendations for how they could be utilized in the future are outlined in chapter 7.

Choosing sites that offer diverse recreational opportunities was also crucial. The selected locations uniquely integrate trails, schools, and commercial spaces to foster a vibrant, healthy, and livable city. They are also sites that residents have embraced enthusiastically and for which they have provided a clear vision, as discussed in the next chapter.

For the sites that were not selected, SF POP! provides a list of recommendations that explore their potential and improve their feasibility in the final chapter, Recommendations. These recommendations aim to transform these underused sites into spaces that directly address community needs and enhance the City’s existing parks system.

RANK	SCORE	SITE	CHOSEN?
1	73.75	Mission City Trail	Yes
2	73.75	San Fernando Elementary School	Yes
3	70	PUC Nueva Esperanza Charter Academy <sup>1</sup>	No
4	70	N Hagar Street and Fourth Street; alleys parallel to N. Maclay Avenue <sup>2</sup>	No
5	70	San Fernando Recreation Park <sup>3</sup>	No
6	65	San Fernando Swap Meet <sup>4</sup>	No
7	63.75	South Maclay Avenue and Celis Street; underused spaces around the Post Office <sup>1</sup>	No
8	63.75	San Fernando Mall	Yes
9	63.75	San Fernando Mission Blvd and Griffith Street	No
10	63.75	O’Melveny Elementary School	No

1. Private land, requiring acquisition or negotiation with the owner, making it hard to implement short-term improvements.

2. Based on feedback from community engagement, there could be potential conflicts with residents as it abuts several homes.

3. Already an existing park that serves the public. While residents would appreciate improvements, it does not require immediate improvements.

4. Negotiations with managers could delay the implementation of new amenities.

Image 17. Senior residents during walk audit at San Fernando Mall







prioritization matrix

SITE		Mentioned by community	Poverty ranking	Density ranking (pop/sq mile)
CM	CM1. Swap Meet	15	3.75	11.25
	CM2. San Fernando Mall	15	11.25	7.5
PK	PK1. San Fernando Recreation	15	15	15
	PK2. Las Palmas Park	15	11.25	7.5
	PK3. Mission City Trail	15	11.25	7.5
PL	PL1. South Maclay Avenue and Celis Street	15	11.25	7.5
	PL2. Near Smart & Final	15	7.75	3.75
	PL3. Glenoaks Blvd + North Hagar Street	15	7.75	3.75
PP	PP1. St Alphonsa Syro-Malabar Catholic Church	0	15	15
	PP2. Court A Parking on 3rd Street	0	15	15
	PP3. Lot 8 - Pico Street	0	11.25	7.5
	PP4. Lot 5 - Truman Street	0	11.25	7.5
	PP5. Lot 4 - Truman Street	0	11.25	7.5
SY	SY1. San Fernando Elementary School	0	11.25	7.5
	SY2. PUC Nueva Esperanza Charter Academy	15	15	15
	SY3. O'Melveny Elementary School	0	11.25	7.5
	SY4. San Fernando Middle School	0	15	15
VL	VL1. North Alexander Street and 1st Street	15	15	15
	VL2. Around Layne Park	15	15	15
	VL3. Alleys parallel to North Maclay Street	15	15	15
	VL4. San Fernando Mission Blvd and Griffith Street	0	11.25	7.5
	VL5. Street	15	11.25	7.5
	VL6. San Fernando Rd near KFC	0	11.25	7.5
	VL7. South Kalisher Street and Kewen Street	15	7.75	3.75
	VL8. Fourth Street and Jesse Street	15	11.25	7.5
	VL9. Behind Majer Liquor Store	0	11.25	7.5
	VL10. Truman Street and Workman Street	0	7.75	3.75
	VL11. Next to New Hope Family Church	0	7.75	3.75
	VL12. Glenoaks Blvd and Harding Street On Mountain View Street	0	3.75	11.25

- CM Commercial
- PK Park
- PL Parking Lot
- PP Public Parking
- SY Schoolyard
- VL Vacant Lot

>1/4mi from a park	<1/4mi from school or childcare	<1/4. mile from health facilities	<1/4. mile from commercial hubs	<1/4. mile from a senior center	Publicly owned	Total points
15	10	0	10	0	-	65
0	10	10	10	0	-	63.75
0	10	0	0	10	5	73.75
0	0	10	10	0	5	70
0	10	10	10	10	5	58.75
0	10	10	10	0	0	63.75
15	0	0	10	0	0	51.5
0	10	0	0	0	0	36.5
15	10	0	0	0	5	55
0	10	0	0	10	0	55
0	10	10	10	0	5	53.75
0	0	10	10	0	5	43.75
0	10	0	0	10	5	43.75
15	10	10	10	10	-	73.75
15	10	0	0	0	0	70
15	10	10	0	10	-	63.75
0	10	0	0	10	-	50
15	10	0	10	0	0	80
0	10	10	10	0	0	75
15	10	0	0	0	-	70
15	10	10	10	0	0	63.75
0	0	10	10	0	5	58.75
0	10	10	10	0	0	48.75
0	10	0	0	10	-	46.5
0	0	10	0	0	0	43.75
0	0	10	10	0	0	38.75
15	0	0	10	0	0	36.5
0	10	0	10	0	0	31.5
0	10	0	0	0	0	25

Variables	Weight
Did the community mention it during community engagement?	No=0, Yes=15
What is the poverty level of each of the four census tracts?	Lowest = 3.75, Second lowest= 7.5m Second highest= 11.25, Highest = 15
What is the density level of each of the four census tracts?	Lowest = 3.75, Second lowest= 7.5, Second highest= 11.25, Highest = 15
Is it more than a 1/4 mile from a park?	No=0, Yes=15
Is it less than 1/4 mile from a school or childcare facility?	No=0, Yes=10
Is it less than 1/4 mile from a health facility?	No=0, Yes=10
Is it less than 1/4 mile from commercial hubs?	No=0, Yes=10
Is it less than 1/4 mile from a senior center?	No=0, Yes=10
Is it publicly owned?	No=0, Yes=5





# 6. design strategies



# introduction to the sites

## 1. Mission City Trail

The Mission City Trail holds tremendous potential as a dynamic, open space that could significantly enhance connectivity and promote active transportation and fitness activities in San Fernando. Stretching alongside the Metrolink’s Antelope Valley line, the community frequently highlighted this one-mile section of the trail for its strategic location. It holds the potential to seamlessly link critical destinations such as schools, health centers, commercial hubs, and senior centers, making it an ideal corridor for residents of all ages to engage in walking, biking, and other fitness activities. By transforming this trail into a vibrant, accessible space, the City could foster more significant community interaction, support healthy lifestyles, and create a vital connection that ties together essential aspects of daily life in San Fernando.

## 2. San Fernando Elementary School

The San Fernando Elementary School, a 2.3-acre site, has the potential to become more than just an asphalt schoolyard. It could become a vibrant community hub, a shared joint-use space that could come alive with activity during after-hours and weekends. Its proximity to health facilities, commercial hubs, and a senior center further enhances its appeal, making it an ideal spot for community members to relax and gather before or after visiting these essential services. If realized, this initiative could breathe new life into the school, fostering connections and providing much-needed green space in the heart of San Fernando.

## 3. San Fernando Mall

The San Fernando Mall is a historic 0.3-mile commercial corridor, and the city’s heart is brimming with untapped potential. Although it currently suffers from abandoned businesses and missed opportunities, like the closed Paseo San Fernando, the Mall is perfectly positioned to be transformed into a vibrant, year-round destination. Located in one of the city’s densest areas and surrounded by schools, health facilities, and commercial hubs, this space is ideally suited for revitalization. With the right vision, the San Fernando Mall could once again become a thriving hub of community life, serving as a lively center for residents to shop, gather, and connect.





- Selected sites
- Parks
- City boundary

.25 mile





This chapter provides more detail on concept design strategies for the three identified sites from the prioritization matrix—San Fernando Mall, San Fernando Elementary School, and Mission City Trail. It lays out the current conditions of the sites, synthesizes findings from community engagement, and presents conceptual designs that illustrate potential future developments.

As previously discussed, the selected sites were chosen based on their potential to address the expressed desires of the community, be strategically located for maximum impact, and be potentially feasible and implementable. The designs presented in this section serve as high-level conceptual explorations of how community interests could be integrated





into these spaces. It is important to note that these concepts are not finalized designs slated for implementation but rather visionary ideas that demonstrate possible directions.

Image 18. Community members at the San Fernando Night Market

While the proposed designs aim to reflect the community’s aspirations, certain desires—such as the inclusion of skate parks or dog parks—could not be accommodated due to site-specific constraints within the three sites selected. These amenities are further detailed in the following chapter to help the City develop potential future sites that could address these specific needs within the community. Despite these limitations, the designs strive to make the most of the available opportunities, balancing community needs with practical considerations.

# designing with community

The activities described below were critical in gathering the community input that directly shaped the final designs. These participatory activities, further detailed in chapter 4, provided valuable insights into the needs, preferences, and aspirations of the community, ensuring that the resulting designs were truly reflective of the people they serve. The feedback collected from these activities was instrumental in guiding the design team, allowing them to make informed decisions that aligned with the community's vision. The results of these efforts will be detailed in each of the following concepts, showcasing how the community's voice was integrated into the design process at every stage.

## priority amenities

The project team engaged with the community by attending two highly attended events (the San Fernando Night Market and the annual 4th of July Festival) to gather input on the design for the three sites. At each event, staff guided community members through the current conditions of the sites, offering a comprehensive overview. Attendees were given three votes to select from a variety of proposed amenities or suggest new ones. These amenities were carefully curated based on site constraints and prior community feedback from focus groups and surveys. Over 300 participants gave their feedback on what they would like to see at each of the selected sites.

## co-design workshop

The project team facilitated a community workshop where participants collaborated in small groups of five to six people to design each of the three sites. Groups were self-selected and organized by language, with separate Spanish and English sessions to ensure inclusive participation. Over the course of 10 minutes, each group engaged in lively discussions while placing paper cut-outs of potential site amenities on large site maps. This exercise encouraged participants to think creatively about the space while working towards a consensus within their group. By thoughtfully arranging amenities on bird's-eye view plans of each priority location, participants played an active role in shaping the future of these community spaces.

## visioning

Participants engaged in a creative exercise where they cut out images from magazines and illustrations to create collages on photos of the three selected open spaces across San Fernando, visually reimagining the future of these areas. This hands-on activity allowed them to express their ideas and aspirations for the spaces in a tangible way. Following the collage-making, participants wrote brief descriptions of their ideal day in the newly envisioned spaces, combining visual creativity with personal storytelling to capture both their aesthetic preferences and how they hoped to experience these areas in daily life.





Image 19. Resident voting for the amenities they would like to see along San Fernando Mall



Image 20. Residents collaborating in the design of San Fernando Elementary School



Image 21. Residents developing their vision for San Fernando Mall through a collage of images



## mission city trail

The Mission City Trail is an existing trail that runs alongside the train tracks that runs through the center of the City of San Fernando. This site connects to the transit station in Sylmar to San Fernando Recreation Park. There is potential to continue the trail to meet the future Pacoima Wash Trail that is currently under construction that would stretch further north towards the mountains.

Image 22. The Mission City Trails passes near some key features and presents the opportunity to be a key corridor within the city for active transportation.



## existing site photos



Image 23. Current trail contains a sidewalk, trees, and a drainage channel. The average width of the trail is 7' with a block wall on one side and train tracks on the other.





Image 24. Without crosswalks on the trail, users must take a detour to the nearest intersection, making the route less convenient and safe.

## community engagement findings

Throughout all of the engagements where the Mission City Trail was discussed, people's main concerns were related to aesthetics, comfort, and safety. Many people were aware that the trail existed but avoided it for many reasons. Those that used the site had precarious encounters and possible changes to improve their experience, such as sidewalks. These concerns, along with desired amenities, were communicated by residents during the engagement events and workshops, with the four physical improvements below as the most highly voted for amenities.

**native  
planting**



191 votes

**separated  
bike and  
walkways**



180 votes

**safety**



156 votes

**benches**



146 votes

Additional amenities that community members voiced interest in were crosswalks, shade, drinking foundations, public art, and wayfinding. Below is an example of one groups co-designed mission city trail. This group prioritized public art, areas to picnic, lots of planting, shade trees, crosswalks, and more.



Image 25. Next page. In these collages, community members proposed diverse seating options for dining and relaxation, xeriscape landscaping, sculpture gardens, and cultural public art. These vision collages were created through the community workshop process. Community members proposed diverse seating options for dining and relaxation, xeriscaping, sculpture gardens, and cultural public art to enhance the Mission City Trail, creating a space that was both functional and enjoyable to spend time in.



**“I want to stroll through the city with my parents and see it be cleaner and more inviting.”**

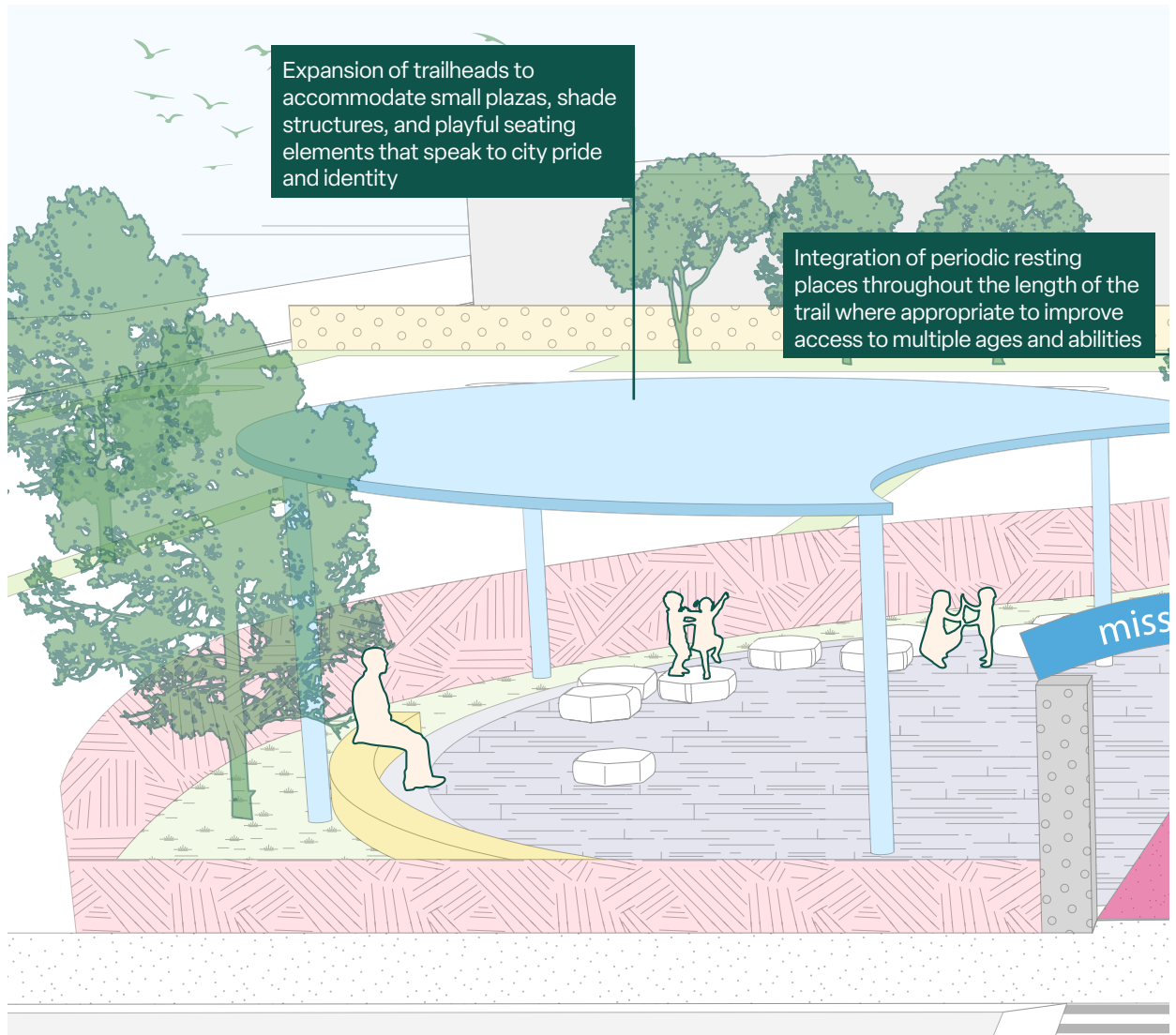
- resident's ideal day, vision collage activity





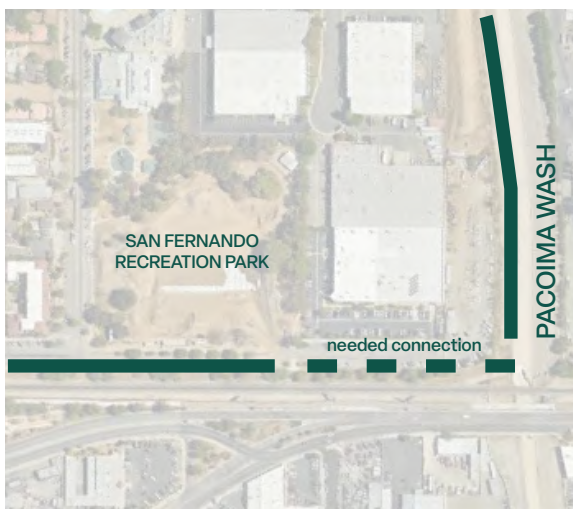
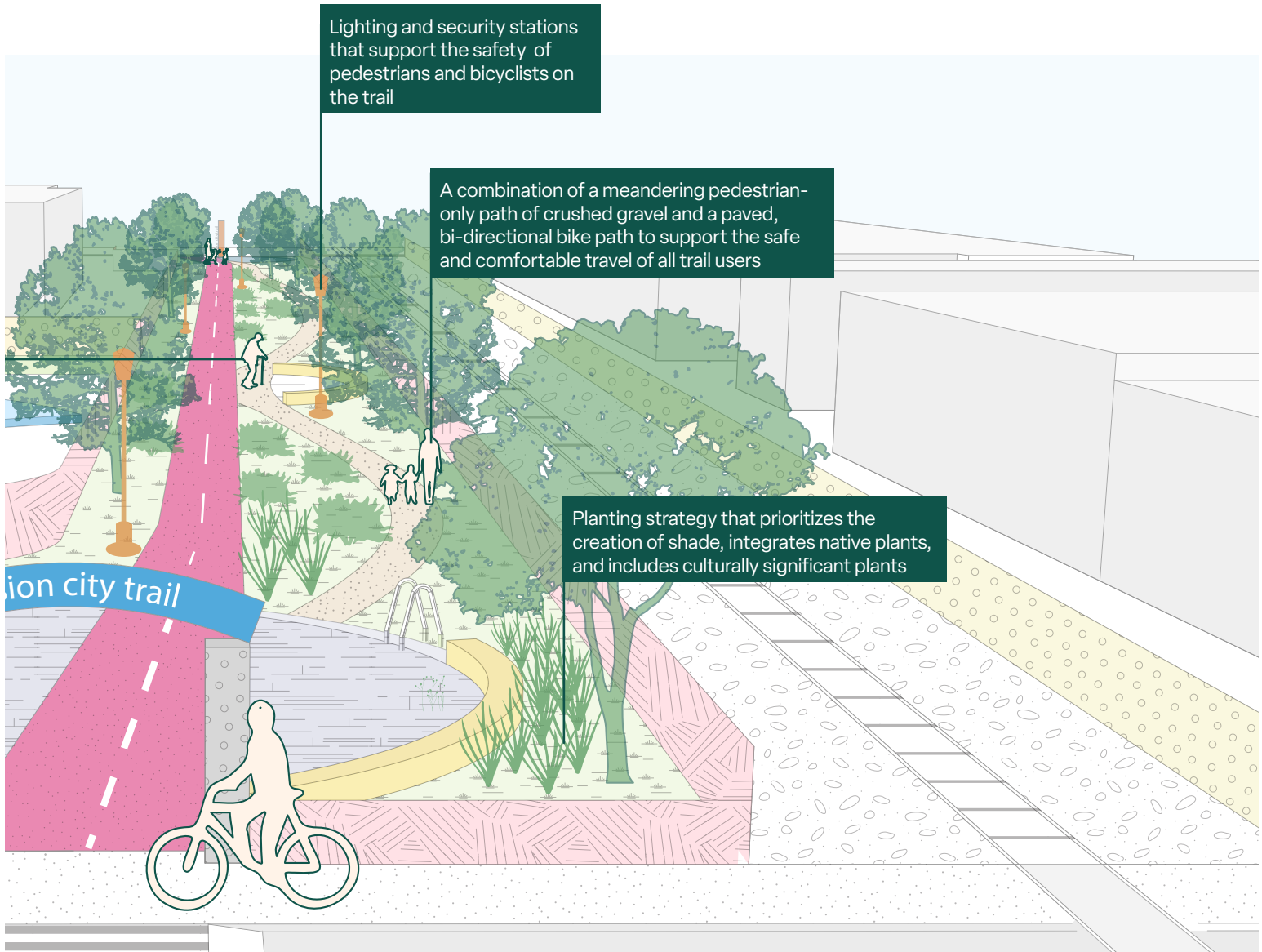
## mission city trail renewed

The Mission City Trail has the potential of being a world class bike path that runs through the heart of San Fernando. The trail can be more than just a functional path to travel throughout the city efficiently, integrating spaces to linger, play, and gather in. It can be full of shade, interesting art, and cultural references. Amenities can be integrated to support a wide variety of ages while dramatically improving the safety of this space.



## safe crossings

A major part of improving this site is enhancing the convenience and safety to cross major roads that the trail passes through. This can be done with added crosswalks, stop lights, and signage as shown in this diagram.



### next steps for the mission city trail

- 1 Explore agreement with private property owner to connect trail to the Pacoima Wash Trail
- 2 Explore expansion of the trail into nearby city-owned property to create plazas and attractive entrances to the trail.
- 3 Undertake a full design process for the trail, including additional community engagement to refine desired amenities.



# san fernando elementary

The San Fernando Elementary School is a 2.3-acre campus serving 482 students and is one of three public elementary schools in the city run by LAUSD. The school is located in the southeastern part of the city where there are minimal parts and public spaces available for nearby residents to use. The schoolyard therefore has the potential of functioning as a central community hub for leisure and play through a joint-use agreement with the city or other type of shared use mechanism, while serving as an engaging, educational, and varied space for schoolchildren on a daily basis.



Image 26. The school is surrounded by single family residences, an early education center, and a church. The nearest park to the school, Las Palmas Park, is just 1 mile away



## existing conditions



Image 27. The schoolyard consists mostly of asphalt with a small, poorly maintained lawn. Lack of shade can result in ambient temperatures over 142 degrees Fahrenheit (Green Schoolyards Plan - Los Angeles 2024)



Image 28. Outdated play equipment that lacks a shade structure renders it unusable during peak summer heat, limiting recreational activity for school children

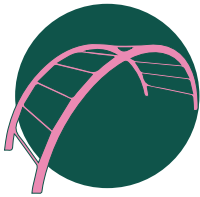


## community engagement findings

Throughout all of the engagements where the San Fernando Elementary School was discussed, community members were excited about the prospect of having access to the school after hours and during the weekends. Community members highlighted the need to provide public spaces geared towards the needs of youth and women, and saw this site as providing opportunities to do this while providing amenities for the community at large.

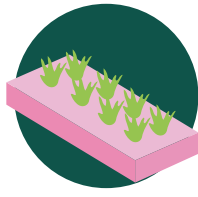
During the two community events where we asked over 500 people what they would like to see at the San Fernando Elementary School. The top choices are shown here.

### Large Playgrounds



246 votes

### Community Gardens



221 votes

### Outdoor Classrooms



190 votes

### Soccer Fields



160 votes

Additional amenities mentioned by community were urban forests, shade, running track, safety measures, and a duck pond. Below is an example of one groups co-designed San Fernando Elementary. This group prioritized spaces for after school programs, cultural and historical education through art, exercise equipment, shade, community garden, and performance space.

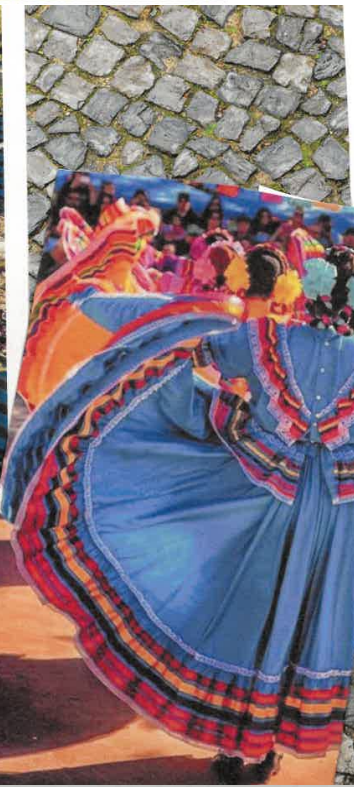


Image 29. Next page. Examples of participants' ideal San Fernando Elementary created during the community design workshop on July 10th, 2024. Their collages focused on creating a lush and green schoolyard full of gardens, shade, culture, and life



**“I would like to be able to walk around the school and see a very green yard. It should have a lot of shade and a community garden.”**

- resident's ideal day, vision collage activity

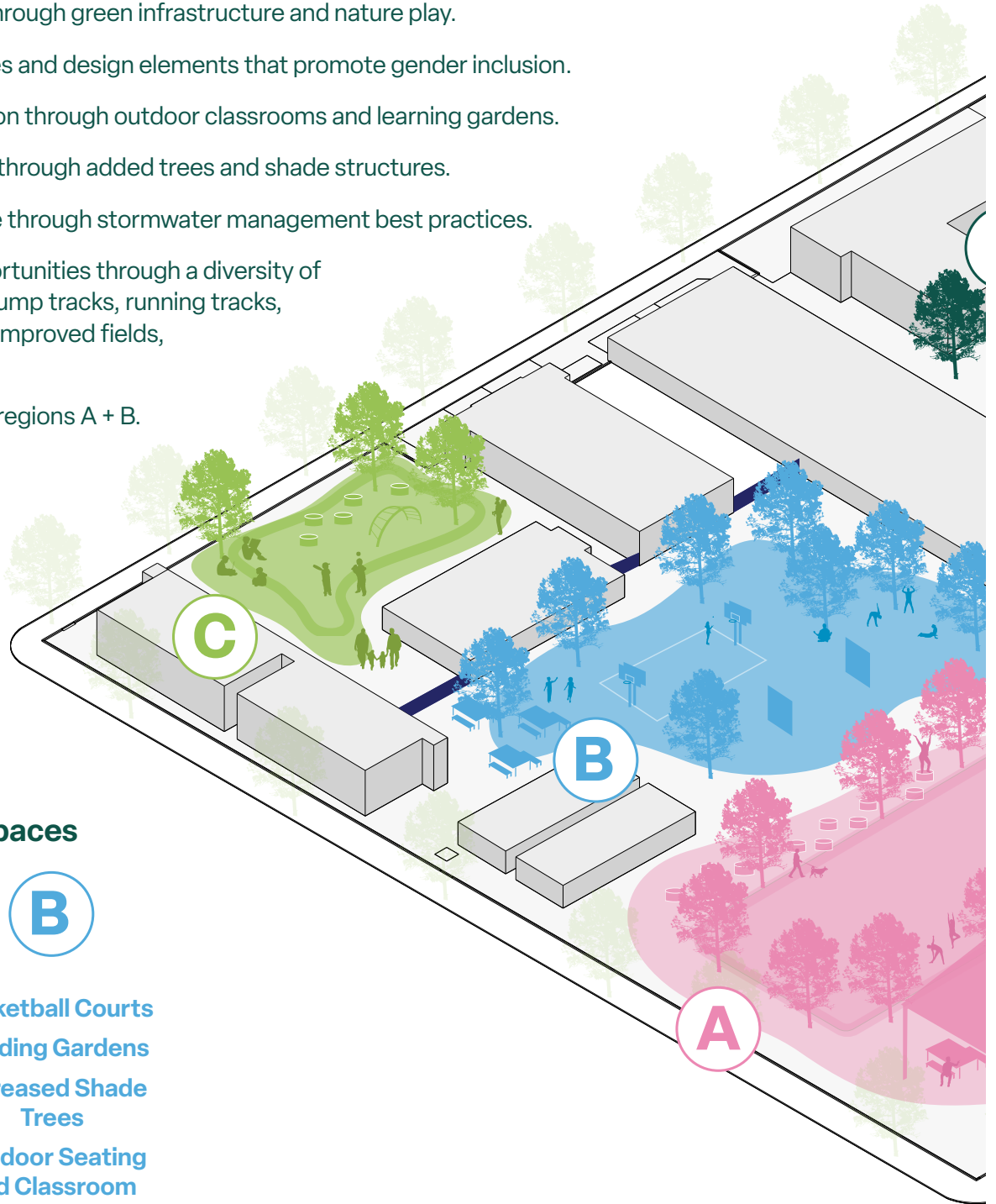




## a verdant schoolyard

San Fernando Elementary can be re-imagined into a shaded, educational, and attractive space that better serves the students and residents of San Fernando. Goals include:

- Weaving in nature through green infrastructure and nature play.
- Integrating amenities and design elements that promote gender inclusion.
- Supporting education through outdoor classrooms and learning gardens.
- Enhancing comfort through added trees and shade structures.
- Increasing resilience through stormwater management best practices.
- Improving play opportunities through a diversity of amenities such as pump tracks, running tracks, nature play, courts, improved fields, and more.
- Direct public use to regions A + B.



### publicly accessible spaces



- Extended Field
- Community Garden
- Track
- Kickball / Little League
- Demonstration Gardens
- Added Shade



- Basketball Courts
- Reading Gardens
- Increased Shade Trees
- Outdoor Seating and Classroom



### not publicly accessible spaces



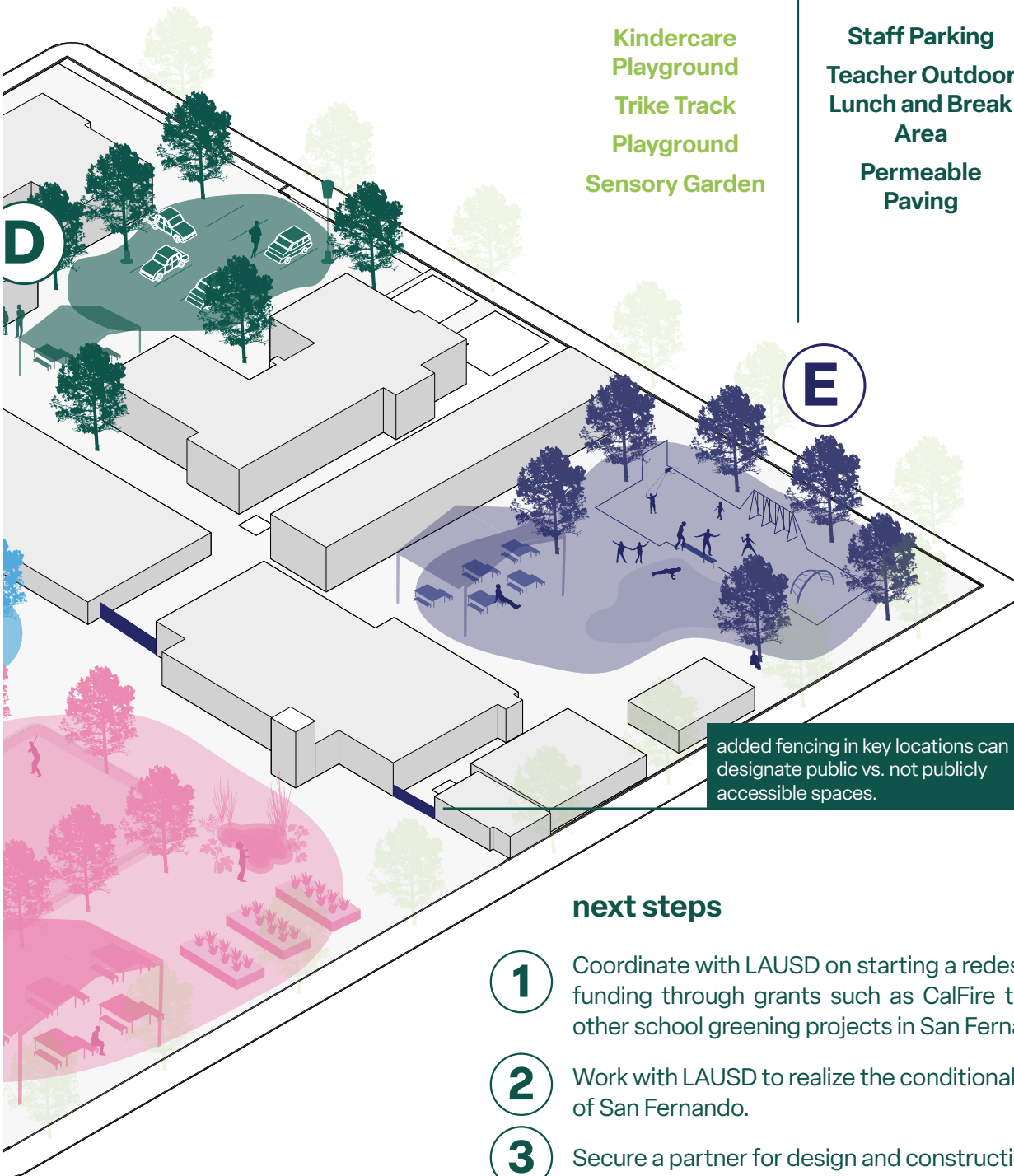
Kindercare  
Playground  
Trike Track  
Playground  
Sensory Garden



Staff Parking  
Teacher Outdoor  
Lunch and Break  
Area  
Permeable  
Paving



Improved  
Playground  
Structure  
Outdoor  
Classroom  
Small Lawn  
Native Plant  
Garden  
Nature Play



added fencing in key locations can designate public vs. not publicly accessible spaces.

### next steps

- 1 Coordinate with LAUSD on starting a redesign process, and secure funding through grants such as CalFire that have been used for other school greening projects in San Fernando.
- 2 Work with LAUSD to realize the conditional use permit with the City of San Fernando.
- 3 Secure a partner for design and construction of green schoolyard.
- 4 Conduct additional community engagement with students and residents to confirm and expand on desired amenities.

## destination san fernando

The San Fernando Mall is a historic 0.3-mile commercial corridor in the heart of the city, and is brimming with untapped potential. The mall has X retailers consisting of record stores, restaurants, bridal shops, and many others, yet some key storefronts, such as JCPenny, remain unoccupied. Public amenities for pedestrians visiting the mall include a number of benches and planters, as well as a gated plaza with lighting and bathrooms which remains locked during most hours. However, the city often uses this space for very popular community markets or city-sponsored events, closing the street so access is limited to pedestrians only.



### existing conditions



Image 30. Current conditions include a row of one to two story buildings consisting of retail or restaurant with a two lane road, parking on both sides, and sidewalks with occasional benches



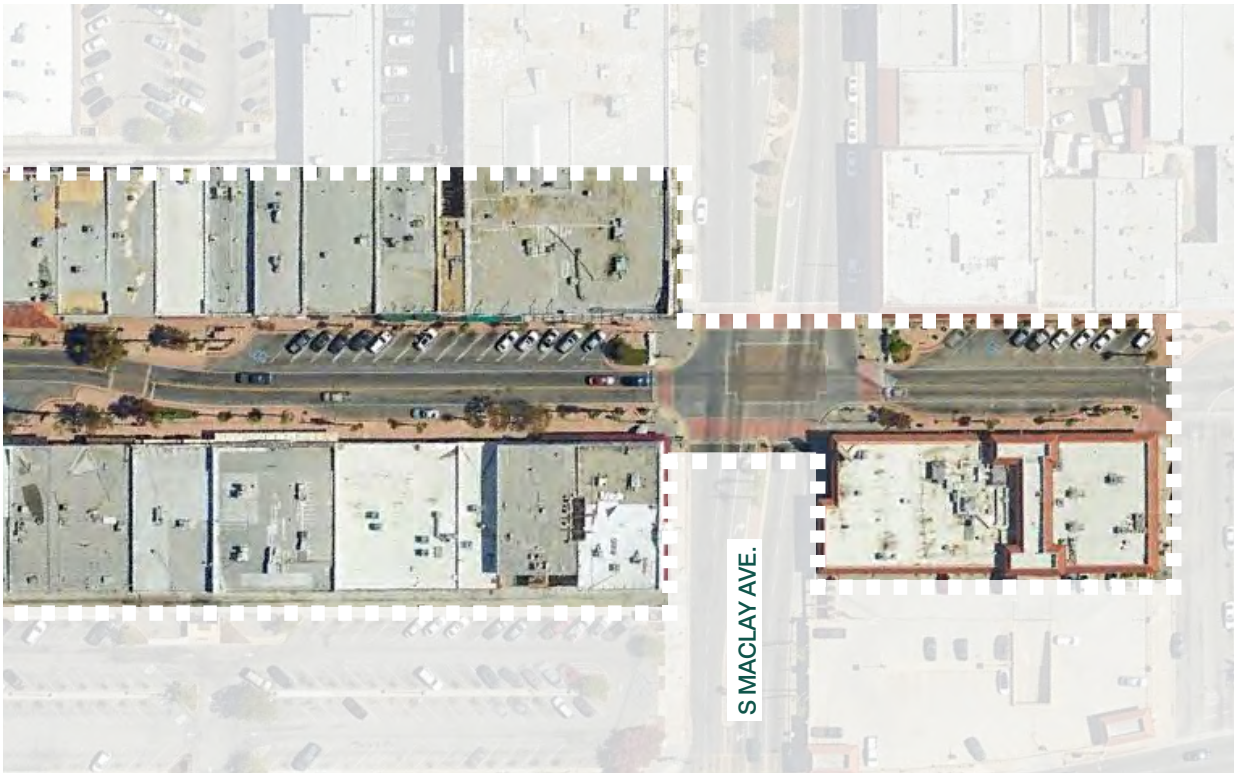


Image 31. The one plaza-like area "Paseo San Fernando" remains closed off to public use

## community engagement findings

Community members are excited about the potential transformation of the San Fernando Mall into a vibrant community space. Many community members often travel outside of San Fernando for a more traditional mall experience, citing a lack of attractive resources as the main reason they infrequently visit the San Fernando Mall unless it is for a special community event. There is strong interest in revitalizing the abandoned JCPenney building, with suggestions ranging from a community center to a roller rink. Residents appreciate when the mall is activated for special events, highlighting the desire for a more dynamic and engaging space, and overwhelmingly community members supported exploring how to turn the Mall into a permanent pedestrian street.

### Permanent pedestrian street



236 votes

### Community Center



176 votes

### Food Truck Stalls



170 votes

### Outdoor Seating



161 votes

Additional amenities suggested by community members were: expanding the number and type of stores, shade trees, landscaping, and community art.





**“I’d love to bike ride with my child on a shaded path. We’d park our bike to explore nearby shops, take breaks on benches, and appreciate having crossing lights for safety.”**

- resident’s ideal day, vision collage activity





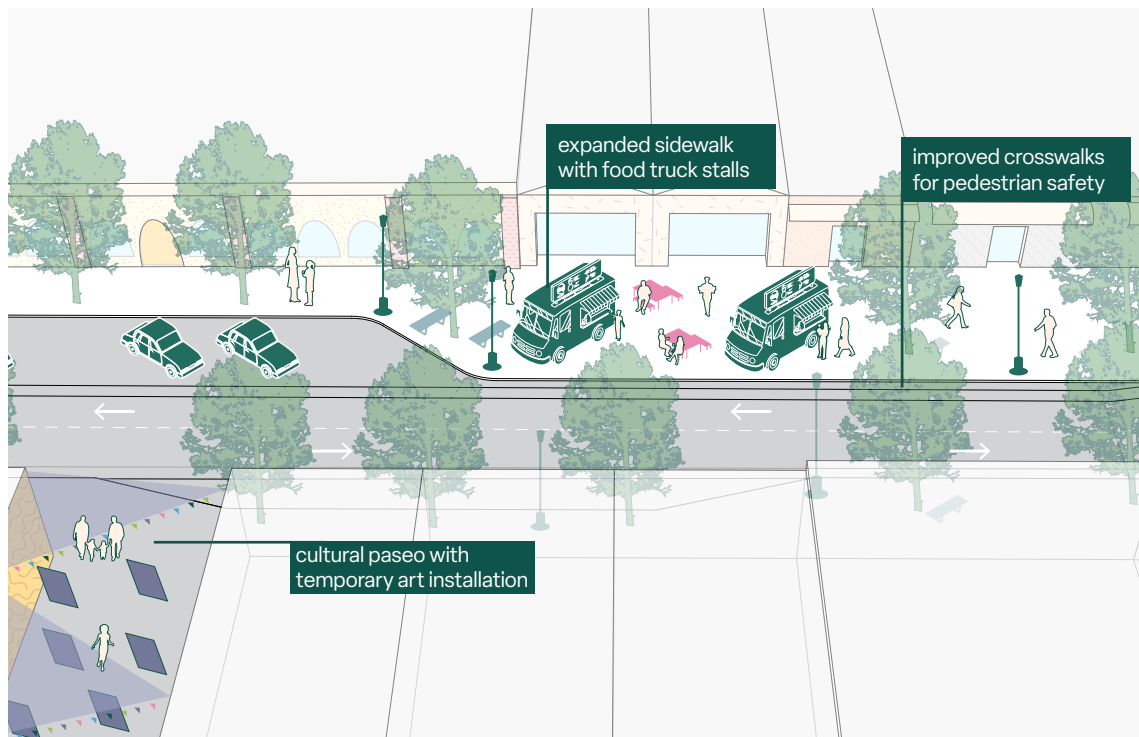
## design approach

Commercial centers play a vital role in the fabric of recreation and community life, serving as hubs for social interaction, community events, and youth-oriented activities. Recognizing the complexities and significant implications of street modifications—such as converting a thoroughfare into a fully pedestrianized zone—three different design interventions are proposed here for the San Fernando mall as funding and political will allows. Each option carefully balances the desire to enhance community life with the practical considerations of urban design, aiming to create spaces that are both functional and inviting.

### option 1: sidewalk improvements



- Maintain two lanes of traffic while introducing additional traffic calming measures and dedicated bike lanes.
- Expand sidewalk through reclaiming half of the parking spaces to accommodate increased pedestrian traffic and create inviting gathering spaces to foster a more vibrant street life and encouraging social interaction.
- Increase the shade canopy by replacing palm trees with shade trees and installing additional shade structures. These changes will provide more comfortable, cooler spaces for residents and visitors, making the area more attractive for leisure and social activities.



## option 2: one lane, one way



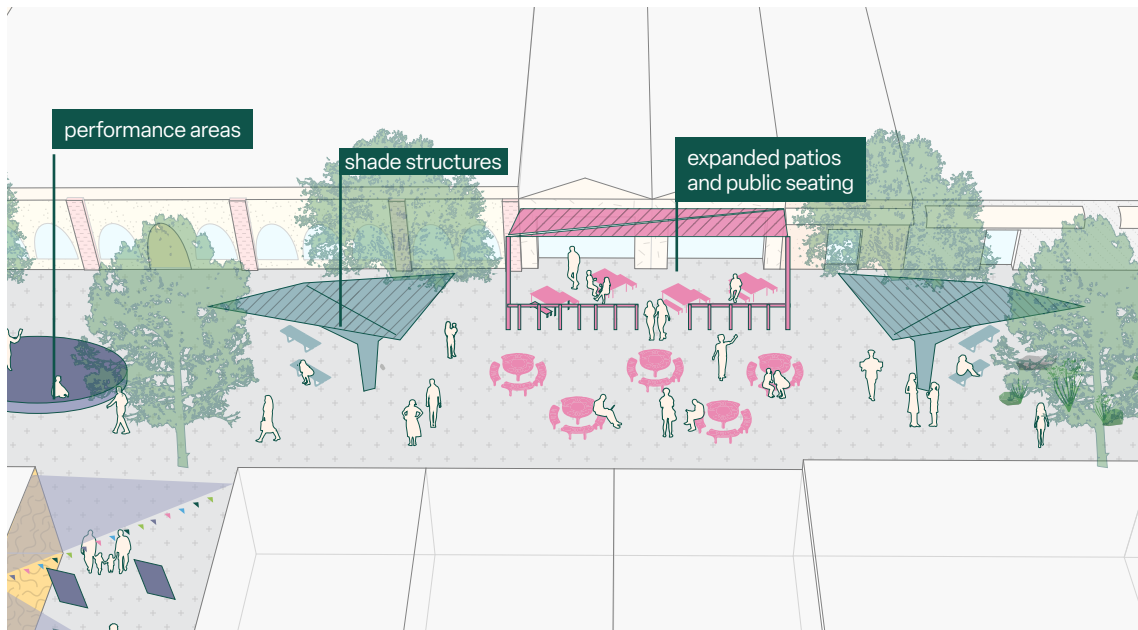
- Reduce traffic by eliminating one lane and decreasing the number of parking spaces, while still maintaining essential loading zones for businesses. This reallocation of space prioritizes pedestrian safety and accessibility.
- Expand sidewalks and create new gathering spaces, including dedicated areas for children’s play and live performances. These enhancements are designed to foster a more inviting and vibrant public space, encouraging community engagement and outdoor activities.



### option 3: pedestrian only road



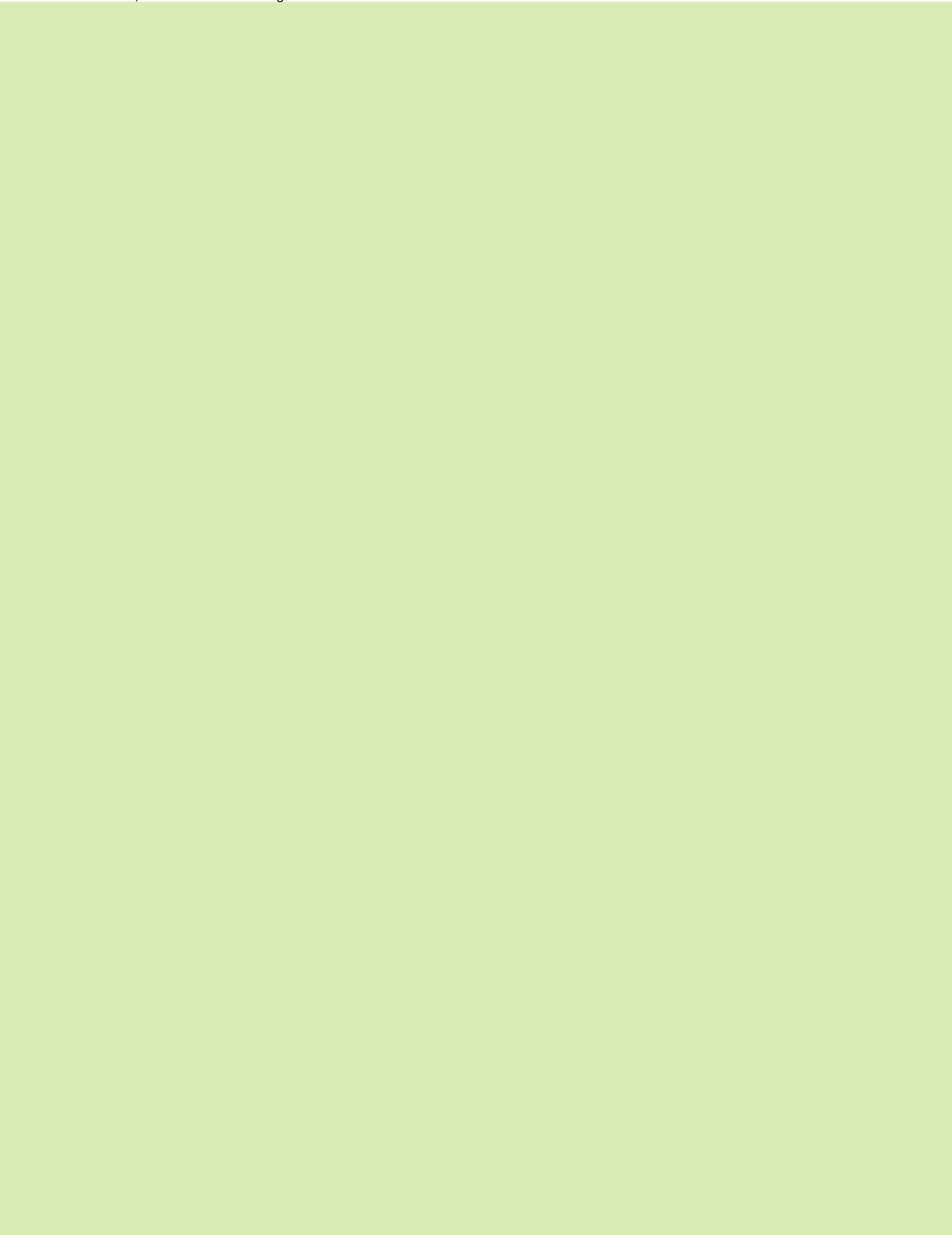
- Removed both lanes of traffic to fully transform the street into a pedestrian space.
- Integrated a variety of plaza-like features throughout the entire street, including lush planters, inviting dining areas, and tranquil water features.
- Extended restaurant and retail spaces into the streetscape, incorporating patios, kiosks, and other outdoor dining and shopping opportunities. This expansion blurs the line between indoor and outdoor spaces, creating a seamless and engaging environment for visitors.
- Significantly increased shade through the installation of an extensive tree canopy and additional shade structures.
- Created dedicated areas for both temporary and permanent art installations by local artists, as well as spaces for live performances. These cultural additions enrich the street, making it a hub for creativity and community expression.



#### next steps

- 1 Integrate these findings into the future Specific Plan.
- 2 Conduct a further studies with traffic engineers.
- 3 Conduct additional community engagement. connect with business owners and other community leaders.

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# 7. recommendations





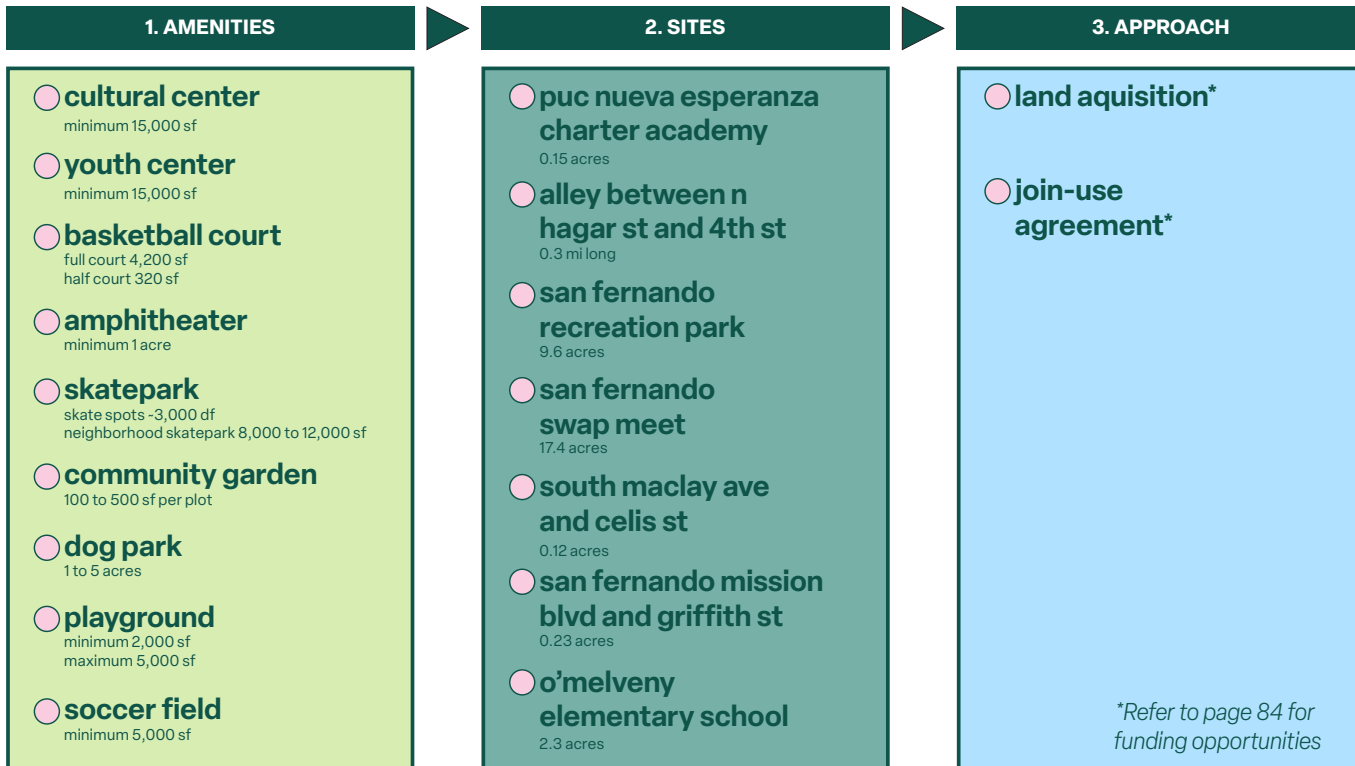
## a strategic approach

To support the development of recreational amenities in the City of San Fernando, the following selection method was created to guide the decision-making process. This method is designed to help identify the most suitable spaces for the amenities prioritized by residents throughout the engagement process. The lots included in this selection matrix were identified and described in chapter 5.

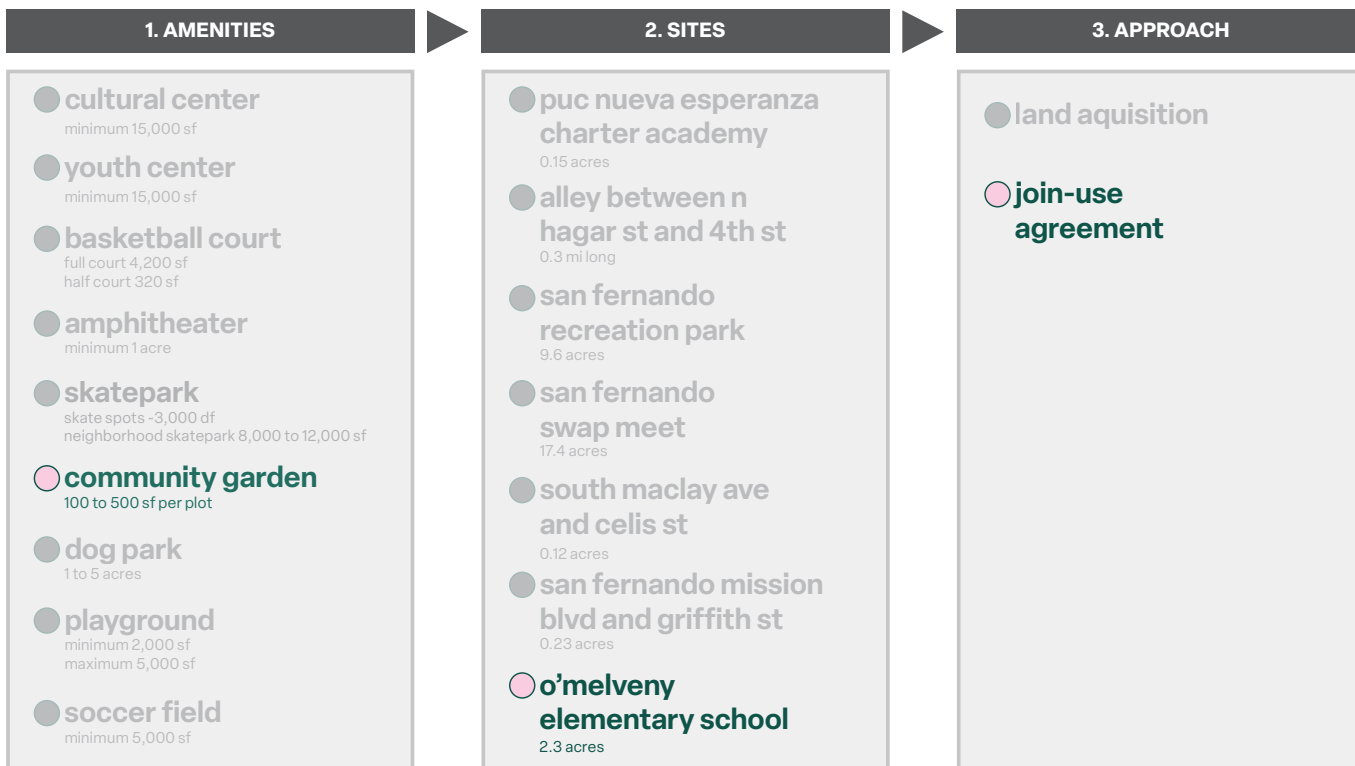
- **Step 1: Identify Priority Amenities.** Start by referencing the priority amenities identified by community members in the SF POP! Plan. These priorities should guide the selection process, ensuring that the chosen lots align with the community’s needs and preferences.
- **Step 2: Match Amenities to Available Space.** Evaluate the required space for each amenity. Use the matrix to compare the available lots based on their acreage, identifying the lots best suited to accommodate the desired amenities.
- **Step 3: Assess Site-Specific Conditions.** Review the unique conditions of each potential site. Some sites may require additional steps, such as land acquisition or joint-use agreements. Use the matrix to weigh these factors and determine the most feasible and cost-effective approach for each lot.

Image 32. A family voting for their preferred amenities during San Fernando Night Market

## selection matrix



## application example



## general recommendations

- **Recommendation 2: Leverage Data from the SF POP! Plan for Strategic Park Planning.** Utilize the insights from the SF POP! plan to strategically prioritize new park developments in areas with the highest need. Focus on underserved neighborhoods by considering factors like population density, existing green space access, and socio-economic indicators to ensure the most impactful allocation of resources.
- **Recommendation 3: Reimagine Streets and Alleys as Recreational Amenities.** Explore creative solutions to transform underutilized streets and alleys into vibrant, pedestrian-friendly spaces that serve as extensions of the City's park network. Consider both temporary interventions, like pop-up parks and street closures during weekends or events, and permanent conversions that prioritize pedestrian access over vehicular traffic.
- **Recommendation 4: Enhance Accessibility to Parks Through Transportation Infrastructure Analysis.** Undertake a detailed analysis of the City's transportation infrastructure, focusing on improving accessibility to parks and recreational areas. This plan should evaluate existing public transport routes, walkability, and bike paths, while also exploring opportunities for new connections that make it easier for residents to reach recreational spaces.
- **Recommendation 5: Conduct a Comprehensive Parking Study.** 27% of the available land identified is public parking lots. A comprehensive study should assess current usage and evaluate the potential impacts of transforming these spaces into parks and public recreational areas.
- **Recommendation 6: Develop Diverse Programs for Youth.** Create and implement diverse programs aimed at engaging youth in park activities. These programs should cater to various age groups and interests, promoting physical activity, environmental education, and social interaction.
- **Recommendation 7: Balance Housing Development with Park Needs.** Ensure that future housing developments within the city are balanced with the need for park spaces. This involves integrating green spaces into new residential areas, maintaining a focus on creating accessible, quality recreational areas that enhance the livability of neighborhoods.

# funding

## Local and Regional

### Land acquisition funding sources

- **Measure A Acquisition-Only.** The goal of this program is to Increase parkland acreage totals through the acquisition of land for new parks and expansion of existing parks.

### Green schoolyards funding sources

- **Urban Greening Grant Program.** Through this program, the California Natural Resources Agency seeks to create more sustainable communities by using natural and green infrastructure approaches, such as replacing a schoolyard asphalt with native trees and plants to reduce the effects of climate change.
- **CAL FIRE Urban and Community Forestry Green Schoolyards Grant.** The purpose of this grant is to create green schoolyards to protect the health, well-being, and educational opportunity of children most vulnerable to increasing temperatures and extreme heat across California.
- **Measure W Safe Clean Water Program** works directly with communities, municipalities, agencies, and individuals to create projects that capture and clean stormwater, while also providing quality of life improvements.
- **Green Schoolyards America.** Seeks to transform asphalt-covered school grounds into park-like green spaces that improve children’s well-being, learning, and play while contributing to their communities’ ecological health and climate resilience

### Joint-use agreements with LAUSD

- Currently, there are no existing joint-use agreements in place with the City of San Fernando and LAUSD, but there are successful precedents across the state of California:
  - **Shared Schoolyard Program (San Francisco Unified District).** This program started as a partnership between the City’s Public Works, Recreation and Parks departments, and the Parks Alliance. Currently, almost 40 schoolyards are open on weekends and SFUD manages all aspects of the program.



## Statewide

**Park Development and Community Revitalization.** This statewide grant focuses on bringing new park spaces to underserved communities, through the State Parks' Offices of Grants and Local Services (OGALS). This program has a heavy emphasis on community-based design work; however as of the writing of this vision plan the funding is currently postponed without a date for the next grant cycle.

**Santa Monica Mountains Conservancy, Proposition 68.** Is intended to fund projects that plan, develop, and implement climate adaptation and resiliency projects, including those that create or rehabilitate state or local parks, provide flood protection, protect natural resources and water supply, and improve water quality.

## Federal

**Outdoor Recreation Legacy Partnership (ORLP) Program.** This federal program, funded through the Land and Conservation Fund, provides a one-to-one match for the development and implementation of new park spaces.

## Other

**KABOOM!. KABOOM!,** a nonprofit organization that supports developing play and community-built spaces, provides grants for the construction and design of playgrounds.

**Project for Public Space.** The Project for Public Spaces is a nonprofit organization that funds placemaking across the United States. Their Community Placemaking Grants have funded small-scale built projects in underserved communities, and could be used as a source to fund a specific aspect of this park concept such as the educational center, adventure playground, or wayfinding and signage.

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# appendix

# 1. existing city parks + recreational facilities

	CITY RECREATION FACILITY	TYPE	LOCATION	Parkland Acreage	Classrooms
<b>CITY PARKS</b>	Cesar E Chavez Memorial	Pocket Park	Wolfskill St and Truman St	0.48	
	Kalisher Park*	Pocket Park	Kalisher and Hewitt St	0.11	
	Las Palmas Park	Recreational Facility/ Community Park	505 S Huntington St	7.50	2
	Layne Park	Pocket Park	120 N Huntington St	0.83	
	Pacoima Wash Natural Park	Nature Park/Linear Park	Bromont Ave	4.53	
	Pioneer Park	Community Park	828 Harding St	5.27	
	Recreation Park	Community Park	208 Park Ave	6.71	2
	Rudy Ortega Sr Park	Neighborhood	2025 Fourth St	3.32	
<b>COMMUNITY BUILDINGS</b>	Casa de Lopez Abode	Special use facility/ Museum	1100 Pico St	0.34	
	San Fernando Regional Pool	Regional Park/Aquatic Center	300 Park Ave	3.07	1
	Recreation Park	Recreational Facility	208 Park Ave	1.02	
<b>TOTAL FOR CITY PARKS AND FACILITIES</b>				<b>33.18</b>	

PARK FACILITIES									SPORT FACILITIES						
Community Building	Gymnasium	Multi-purpose room	Parking	Playground / Tot Lot	Picnic shelters / Gazebos	Picnic tables	Restroom	Walking / Fitness trail	Baseball field	Basketball court (Full)	Basketball court (Half)	Open field	Softball field	Tennis court	Volleyball (indoor)
			OS					1							
			OS												
1	1	1	102	1	3	23	2	1	1L3	2L		1			
			OS	1		4	1				1	1			
			OS		2	2		1							
			89	1	1	8	1		2	1		1		2	
1	1	1	OS	1	2	36	2	1		1IN		1	1L		1
1			39				1	1							
1			OS				1								
1		2	81		4	12	4								
1							1								

**Definitions**  
*L = Lighted field*  
*OS = On street parking*  
*\*Privately owned*

## 2. survey results

How often do you visit a park?		What issues keep you from visiting parks more often?		Would you like to see parking lots, vacant lots, streets, alleys, or other underused land near your home transformed into vibrant recreational spaces?		Is there any available vacant lots, that ha	
Options	N° of responses	Options	N° of responses			Options	N° of res
Daily	9	The parks are too far away from my home	24			Yes	14
Weekly	38	I don't like the park amenities and activities	25				
Monthly	17	I don't feel safe in a park	22				
A few times a year	11	I don't feel safe getting to and from the park	13				
Never	1	Other	Not enough or removed amenities				
			Trash			No	36
			Parks closed			I don't know	27

Space close to your home, like a parking lot or vacant lots with the potential to be converted into a park?		What facilities and amenities would you like to see in an open space near your neighborhood?	
Responses	If Yes	Options	N° of responses
	Harding and First	Baseball/softball field	12
	1335 Truman St., San Fernando, CA 91340/ 1320 San Fernando Rd, San Fernando, CA 91340/ 1501 1st St, San Fernando, CA 91340/ 116 N Alexander St, San Fernando, CA 91340 / 1321 1st St, San Fernando, CA 91340/ 12411 Bromont Ave, San Fernando, CA 91340	Soccer/futsal field	15
	First st and N Alexander st	Basketball court	31
	There are several vacant lots and the local wash	Tennis court	18
	7th St - between Maclay and Harding	Pickleball court	23
5		Space to play volleyball	9
7		Hiking trails	28
		Multipurpose paved trails for walking, running, biking, etc.	39
		Pool or water feature	21
		Community gardens to grow food	17
		Cultural/Art center	33
		Nature center	22
		Community/recreation center	17
		Senior center	7
		Dog park	21
		Amphitheater/outdoor stage for events	30
		Space for food trucks and other vendors	17
		Picnic/BBQ area	17
		Playground/playscape	20
		Public art	32
		Skate park	11

Continues on next page

What programs would you like to see in public spaces near your neighborhood? Select all that apply.		Which of these public spaces do you consider most desirable to have close to your home? Select all that apply		What is your age?		Do you identify as "Hispanic" or "Latino"?	
Options	N° of responses	Options	N° of responses	Options	N° of responses	Options	N° of responses
Farmers markets	37	Parklet	51	17 and under	6	Yes	38
Concerts	43	Permanent pedestrian streets	63	18-29	23	No	31
Programs for older adults	22	Pocket park	61	30-44	33	Prefer not to say	7
Movies in the park	36	Playground	49	45-65	7		
Environmental education programs	23	Community park	59	65+	4		
Sports programs and fitness classes	45	Open streets	26	Prefer not to answer	25		
Theater/performing arts	34	Community garden	30				
Social services	31						
Youth services	36						

Responses	Which race category best describes you?		With which gender identity do you most identify?		What is your zip code?		What was your annual household income before taxes last year (in 2022)	
	Options	N° of responses	Options	N° of responses	Options	N° of responses	Options	N° of responses
	American Indian or Alaskan Native	0	Female	70	91340	64	Under \$25,000	16
	Asian	16	Male	32	91341	15	\$25,000 - \$50,000	14
	Black or African-American	6	Transgender female	0			\$50,001 - \$75,000	10
	Native Hawaiian or other Pacific Islander	0	Transgender male	1			\$75,001 - \$100,000	12
	White	17	Gender non-conforming	1			\$100,000 and over	10
	Two or more races	4	Do not identify as female, male or transgender	0			Don't know/ prefer not to say	10
	Prefer not to answer	17	Prefer not to answer	5				



### 3. focus groups and walk audits results

FOCUS GROUPS	
TENANTS	Plan spaces and activities specifically for women and girls, such as folkloric dancing, ballet, and women-only sports
	Build dog parks
	Install community gardens
	Improve parks with more parking and clean restrooms
	Enhance facilities at the swap meet, with ideas like planting fruit trees and introducing cultural activities such as Danza Azteca and music
	Build dog parks
YOUTH	Plan skateparks
	Improved routes to parks
	Build a learning center (Wi-Fi, charging outlets, computers, and both indoor and outdoor covered spaces)
	Add pocket park
	Artificial turf for soccer
	Convert parking lots into green spaces
	Enhanced safety measures, particularly after sunset
	Increased evening activities, such as “summer night light” events
	Improve lighting in parks
	Program more public, free activities
	Organize sports leagues that include opportunities for girls and gender non-conforming individuals
	Host Open Streets events, similar to CicLAvia or Move Your Way
	Improve road safety measures for walking and biking
	SENIORS
Organize more activities such as crafts and dancing	
Improve parking at parks	
Build dog parks	
Install clean and well-maintained workout equipment	
Build bicycle lanes	
Ability to join exercise classes without needing a doctor’s note	
Install more water fountains and benches	
Add more swimming pools	
Build amphitheaters	
Establishing a farmers market	
Host Open Streets events	

WALK AUDITS			
TENANTS	Build a dog park		
	Install exercise equipment		
	Plan a community garden		
	Add a park for seniors.		
	Facilitate small business pop-ups		
	Build a recreation center with tutoring programs, and initiatives like DIY Girls.		
	Host a farmers market with fresh fruits and vegetables		
	Install open public restrooms available 24/7		
	Build more playgrounds		
	Include water fountains		
	Add a swimming pool		
	Improve landscape with more vegetation		
YOUTH	Vacant lots along San Fernando Rd	Install a garden or memorial for veterans	
		Build more bikeways	
		Install a playground	
		Add a swimming pool	
		Host a study site for students	
		Organize paintball games	
		Facilitate shops for local businesses similar to Olvera Street in Downtown LA.	
		Install a free clinic for teens and a resource center where teens can access contraceptives and support services for teen parents.	
	San Fernando Mall	Revitalize the JCPenney building and add a movie theater, a center for classes such as English, a bowling alley, a roller-skating arena, and an arcade	
		Create a charming vintage 90s store and a garden with a seating area	
		Facilitate a farmers market on the pedestrian street Paseo San Fernando with benches, shade and tables	
		Paint murals on street walls	
		Art studio	
		Office for unhoused people	
		Outdoor café	
		Mission Trail	Add plants that aid in stormwater infiltration and reduce runoff and street flooding
			Increase safety by proposing floor lights and cameras to make night running safer, and ensuring the trail is well-lit
			Plan safe crosswalks
Vibrant murals			
SENIORS	Playground for kids		
	Skatepark		
	Amenities for seniors		
	Flowers, gardens, trees, fountains, and kiosks		
	Walking paths would enhance the area's appeal		
	More businesses to revitalize the area		
	Vibrant colors		
	Cultural representations of Mexico		
	Places to rest		
	Host concerts for dancing		

- Physical amenities
- Expand park network
- Programs
- Safety
- Culture

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** October 7, 2024

**Subject:** Receive and File a Presentation Regarding Downtown Mall Area Trash Enclosure Improvements

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Receive and file a presentation regarding recommended Downtown Mall area trash enclosure improvements; and
- b. Provide staff direction, as appropriate.

**BACKGROUND:**

1. On December 7, 2020, then Vice Mayor Hector A. Pacheco placed an item on the agenda related to citywide maintenance standards and trash services. After discussion, City Council directed staff to draft a report for City Council consideration to use Measure W funds toward a capital improvement project to construct new trash enclosures and other waste management improvements in the Downtown Mall area.
2. On January 19, 2021, staff provided information on waste management improvements in the Downtown Mall area as part of Agenda Item No. 7 – Presentation and Discussion Regarding Solid Waste Franchise Services. Staff indicated that the City was working to engage a consultant to assist with developing recommendations to improve the waste management system in the Downtown Mall area.
3. In March 2021, American Trash Management (ATM) was awarded a professional service agreement to provide engineering and design services for the San Fernando Mall Trash Management Project (Contract No. 2138). ATM was engaged to develop a framework of a trash plan for the downtown business district; analyze waste, recycling and compost needs of downtown merchants; provide a list of possible equipment needs; and develop a related cost analysis.

## **Receive and file a Presentation Regarding Potential Downtown Mall Area Trash Enclosure Improvements**

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4. In August 2021, staff receive preliminary information from ATM and met with individual Councilmembers to provide updates. The information provided by ATM included a number of possible solutions, ranging from enclosing the existing enclosures; to replacing the existing enclosures with large compactors; to implementing a full-service porter system that would pick up trash daily from each individual mall merchant and take it to an off-site transfer station, which would allow the removal of all city-owned trash enclosures downtown. These solutions had a wide range of costs that exceeded the available Measure W funding at the time. Additional direction was given to refine the solutions and cost analysis.
5. In 2022, the City embarked on the Downtown Master Plan process to serve as a critical and important guide for future actions concerning change in Downtown San Fernando. This process had a significant community engagement component and staff recommended incorporating the preliminary information provided by ATM into the Downtown Master Plan process due to the potential significant impact on businesses and property owners in the Downtown Mall.
6. On April 2, 2024, Mayor Celeste Rodriguez placed an item on the agenda to repair and enhance trash enclosures to support community beautification. After discussion, City Council directed staff to move forward with using Measure W funds to repair trash enclosures and return to City Council with a project design and cost estimates.

### **ANALYSIS:**

Trash enclosures play a critical role in maintaining the aesthetics, public health, and environmental quality of urban areas. As the City moves forward with the Downtown Master Plan, it is essential to prioritize the cleanliness and upkeep of the downtown area to create an inviting environment for residents and visitors, ultimately boosting the local economy.

The San Fernando Mall is a two-block area along San Fernando Road bracketed by San Fernando Mission Boulevard on the northwest and Brand Boulevard on the southeast. There are approximately 100 businesses along these blocks, mostly small retailers and service outlets, including multiple food operations. Interspersed unevenly, in terms of size and spacing, are 10 city-owned trash enclosures located in public parking lots and alleys. The trash problem within the district is both consistent and long-standing. The enclosures are too small for the required dumpsters, not fully enclosed, and have no way to limit or reduce illegal dumping. The result is a system that is unsightly and creates significant negative externalities such as odor, spillage which could enter the storm drain, etc.

Currently, five (5) trash enclosures located in two (2) alleys behind the northern side of San Fernando Road are in a state of disrepair. Each enclosure consists of three (3) brick walls and contains one (1) to three (3) trash bins. Many of these bins are shared by multiple stores, and

## Receive and file a Presentation Regarding Potential Downtown Mall Area Trash Enclosure Improvements

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their lids are frequently left unlocked or open. Additionally, due to the lack of gates or doors on the enclosures, unauthorized individuals—including business owners who do not pay for trash services—have access to the bins. This unrestricted access has led to consistent overfilling of the bins, and years of misuse have resulted in unsanitary conditions in and around the enclosures.

Over the years, the City has worked with the solid waste management franchisee, Republic Services, to identify various methods to curb illegal dumping and increase compliance by businesses using the City-owned enclosures. Some of these steps have included constructing inserts that make the area inside the enclosures smaller to curb illegal dumping and providing business licensee information to ensure all businesses were registered for an account, among other efforts. Regardless, the challenges mentioned previously have persisted and staff was directed by City Council to use Measure W funds to address the trash enclosures and return to City Council with a project design recommendations and cost estimates.

Pursuant to City Council direction, staff has developed the following recommendations to address the trash enclosures in the Mall area:

1. Retrofit Existing Trash Enclosures:

The current enclosures, which consist of three (3) brick walls, can be retrofitted with roofs, lockable doors, and mesh screening above the walls (Attachment “A”). This will ensure that only storeowners who pay for trash services have access to the bins. Republic Services will be coordinated with to ensure they can unlock the enclosures and empty the bins as required. These upgrades will enhance the aesthetics of the waste disposal system, deter illegal dumping, prevent access by unauthorized individuals, improve overall sanitation, and reduce overfilling.

2. Enforce Stricter Trash Collection Standards:

To maintain proper sanitation and avoid future issues, it is recommended to enforce trash collection services from business owners, particularly in the downtown area. By having all businesses contribute their fair share to trash collection, the City will have a clearer understanding of the number of bins required to service the area, which will inform the size and capacity of future enclosures. The City also has the authority to levy code enforcement citations to businesses that violate various sections of the City Code, which, among other things, requires businesses to have an active trash account and place trash items inside the provided enclosures. Lastly, establishing a regular maintenance schedule for cleaning and repairs will prevent further deterioration.

These recommendations address the root causes of the current issues and align with the City's broader beautification goals. Improved trash enclosures will enhance waste management practices, reduce litter, improve aesthetics, and minimize environmental impact. A cleaner downtown will also support public health, attract visitors, and encourage local business growth by creating a more inviting environment.

**Receive and file a Presentation Regarding Potential Downtown Mall Area Trash Enclosure Improvements**

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**Timing and Next Steps:**

If City Council approves moving forward with retrofitting the existing trash enclosures, staff will begin the procurement process immediately. It is anticipated that staff will return to City Council in January 2025 to review and approve a Purchase Order to purchase the retrofitted equipment. Construction and installation of the enclosures would commence as soon as the ordered equipment is received. Timing for commencement of construction will be dependent on the lead time for the vendor to fabricate and ship the requisite structural beams and panels.

**BUDGET IMPACT:**

Consultation with the City Engineer and cost estimates from contractors suggest that retrofitting each trash enclosure will cost approximately \$15,000 to \$25,000, with an estimated total project cost for all the enclosures to be approximately \$245,000. This estimate may vary based on the size of the existing enclosure and the need for additional improvements, such as demolishing the back wall to accommodate the trash bins. A sufficient amount of Measure W Funds (023-341-6556-4600) have been appropriated in the fiscal year 2024-2025 Adopted Budget to fund the proposed project.

**CONCLUSION:**

It is recommended that the City Council receive and file the presentation and provide staff direction, as appropriate.

**ATTACHMENT:**

- A. San Fernando Mall Trash Enclosures PowerPoint Presentation



SAN FERNANDO MALL

# TRASH ENCLOSURES

[CITY COUNCIL MEETING] [OCTOBER 7, 2024]



# MEASURE W

## PHASE 1 PILOT PROGRAM

- **City Council approved using Measure W\* funding for options to address the conditions of the trash enclosures in the short term (i.e. can be accomplished within 1 year).**
- **City will continue discussions/options for long term solutions.**

**\*SCWP, also known as Measure W, is restricted countywide tax funds that must be used to capture and treat storm water. This includes projects to divert trash from the storm water system.**





# LOCATIONS



ALLEY 1 | PUBLIC PARKING LOT 5



ALLEY 2 | PUBLIC PARKING LOT 4



# PICTURES | ALLEY 1

## PUBLIC PARKING LOT 5



**ENCLOSURE 1**

**H: 6' W: 11'6" D: 6'5"**



**ENCLOSURE 2**

**H: 6' W: 23' D: 17'4"**





# PICTURES | ALLEY 2

## PUBLIC PARKING LOT 4



**ENCLOSURE 1**

**H: 6' W: 11' D: 6'8"**



**ENCLOSURE 2**

**H: 6' W: 19'4" D: 14'8"**



**ENCLOSURE 3**

**H: 6' W: 16' D: 6'**



# PICTURES | ALLEY 1

## PUBLIC PARKING LOT 5



**ENCLOSURE 1**  
**PUBLIC PARKING LOT 5**  
H: 6'      W: 11'6"      D: 6'5"

- Staff recommendation is to retrofit existing enclosures with metal roof and gate
- Will require partial demolition and partial reconstruction of existing block wall structures.



## RETROFITTED ENCLOSURES



**METAL DOORS, METAL ROOF**  
US ENCLOSURES



**METAL DOORS, WOODEN ROOF**  
US ENCLOSURES

- **Access will be restricted to customers with active trash accounts with Republic Services.**



# BUDGET

## Cost Estimate:

- **Average total per Location: \$49,400**

## Locations north of San Fernando Road:

- **3 locations bet. SF Mission Blvd. and Maclay Ave.**
  - **\$147,000 (\$49,000/ea x 3 Locations)**
- **2 locations bet. Maclay Ave. and Brand Blvd.**
  - **\$98,000 (\$49,000/ea x 2 Locations)**
    - **Est Project Total: \$245,000**



## NEXT STEPS

- **January 2025 – Present purchase order for equipment to City Council for approval**
- **January 2025 – Order Equipment (est. 6 month lead time to manufacture and receive equipment)**
- **August/September 2025 – Receive equipment, make required alterations to the existing block wall enclosures, and install retrofitted enclosures**



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erika Ramirez, Director of Community Development  
Kenya Marquez, Housing Coordinator

**Date:** October 7, 2024

**Subject:** Receive and File an Update on the Implementation of the Homelessness Action Plan and Annual Point-in-Time Count

### RECOMMENDATION:

It is recommended that the City Council receive and file an update on the implementation of the Homelessness Action Plan and annual Point-in-Time count.

### BACKGROUND:

1. On February 16, 2021, the City Council established a Homeless Committee Ad Hoc (Councilmembers Montañez and Rodriguez) to work with a City Homeless Task Force (HTF) comprised of City staff, local service providers, and other government organizations to develop policy recommendations in addressing homelessness in San Fernando, including but not limited to, preparation of a Homelessness Action Plan.
2. On April 18, 2022, the City Council adopted Resolution No. 8138 approving a Housing Coordinator position to re-establish and administer the City's low-income assistance home loan programs, establish and administer other loan and grant programs, implement the Homelessness Action Plan and develop policies to support individuals and families experiencing homelessness.
3. On June 6, 2022, the City Council adopted Resolution No. 8153 approving the sixth cycle 2021-2029 Housing Element, which contains policies focused on people experiencing homelessness and people at-risk of experiencing homelessness as a special needs population in San Fernando.
4. On September 6, 2022, the City Council adopted Resolution No. 8164 approving the City's Homelessness Action Plan, a comprehensive strategy to address homelessness over the next five years.

**Receive and File an Update on the Implementation of the Homelessness Action Plan and Annual Point-in-Time Count**

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5. On September 5, 2023, the City Council received an update regarding the implementation of the Homelessness Action Plan and provided direction on the Town Hall discussion on Homelessness held on October 18, 2023.
6. On January 23, 2024, the City participated in the Los Angeles Homeless Services Authority (LAHSA) 2024 Point-in-Time Homeless Count.
7. On September 10, 2024, the City received the final 2024 Point-in-Time Homeless Count results from LAHSA.

**ANALYSIS:**

Homelessness is a complex and pressing issue that extends far beyond the borders of any single city, requiring a coordinated regional response. The City of San Fernando, like many other municipalities in the region, faces unique challenges in addressing the needs of its residents who are experiencing or at risk of homelessness. Understanding that homelessness is not just a local concern but a regional crisis, the City has committed to a comprehensive approach to mitigate its impact on the community. This understanding was the driving force behind the adoption of the City’s Homelessness Action Plan (Plan) on September 6, 2022. The plan focuses on three (3) guiding priorities, supported by proactive strategies that will work to address three (3) key goals in San Fernando. The priorities and goals are as follows:

Priority	Goal
1. Develop City’s Capacity to Better Prevent and End Homelessness	Establish a Homelessness Response Center led by identified departmental lead and supported by established homelessness dedicated staff positions.
2. Address the Service Needs of People Experiencing Unsheltered Homelessness	Strive to eliminate unsheltered homelessness in San Fernando.
3. Focus on Root Causes to Prevent Homelessness	Seek to increase the number of individuals diverted from the homelessness response system by leveraging strategic partnerships with upstream services and building in mechanisms to measure success.

## Receive and File an Update on the Implementation of the Homelessness Action Plan and Annual Point-in-Time Count

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Since the adoption of the Plan, the City has made significant progress in laying a strong foundation for a sustained response to homelessness. Key milestones in 2023 and 2024 include:

- Housing Division: Through the Fiscal Year 2022-2023 Budget, the City established a Housing Division in the Community Development Department, including the creation of a new Housing Coordinator position, to manage the City's housing assistance and homeless services efforts.
- Street Outreach: In June 2023, the City entered into an agreement with NVCS to provide street outreach. NVCS has played a key role in connecting unhoused individuals to shelters and services. Over the course of the agreement, NVCS has transitioned 25 individuals into shelters or interim housing, responded to 124 outreach requests through the My San Fernando mobile application from January 2024 to the present (not including emails and phone calls received through the outreach line), distributed 782 hot meals, and held office hours twice a week. Currently, NVCS has identified 20 individuals the team is consistently working with, providing them support and assistance with the goal of transitioning into interim housing. NVCS operates full-time, Monday through Friday, and on-call services during the weekends, providing continuous outreach and support. Full matrix of data metrics are attached as Attachment "B".
- Community Engagement: In October 2023, the City held its first-ever Town Hall discussion on homelessness. During the event, staff provided updates on the progress of the Homelessness Action Plan, introduced the NVCS street outreach team, and explained the role of law enforcement in the City's homelessness response. The Town Hall also featured presentations on Los Angeles County initiatives and dedicated time for residents to ask questions and share feedback. In addition to the Town Hall, City staff have actively engaged with the community through presentations at Community Academy sessions and Business Watch meetings, further educating and involving residents in the City's efforts to address homelessness.
- Homeless Prevention and Rapid Rehousing: In November 2023, the City partnered with Home Again Los Angeles (HALA) for homelessness prevention resources through the various programs they offer such as rental arrears assistance. Within two (2) months, HALA exhausted \$40,000 of their funds, preventing several households from falling into homelessness. HALA also provided utility and transportation assistance twice a week at the Business and Community Resource Center, stabilizing numerous families at no cost to the City.
- SAMHSA Grant: In 2023, the Police Department received a Substance Abuse and Mental Health Services Administration (SAMHSA) grant from Congressman Tony Cardenas. The funding is available to support mental health clinicians who work alongside law enforcement, providing crisis intervention and de-escalation for unhoused individuals

## Receive and File an Update on the Implementation of the Homelessness Action Plan and Annual Point-in-Time Count

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experiencing mental health crises. The grant also included \$175,200 in funding for continued homeless street outreach services, aligning with the City's goal of integrating mental health into its homeless response efforts. Agreements for services will be brought before the City Council under separate agenda items

- Emergency Housing Services: In May 2024, the City expanded its services by entering into a one-year agreement with Community Bridge Housing for a maximum of \$12,000. This agreement provides temporary emergency shelter for unhoused individuals who are awaiting placement in interim or permanent housing, ensuring they are not left without support during their transition.
- Data Management with LA HMIS: In 2024, the City became a participating organization in the Greater Los Angeles Homeless Management Information System (LA HMIS). LA HMIS centralizes client-level data, allowing for better tracking of service connections and housing outcomes. The system strengthens the City's ability to coordinate services and measure the effectiveness of its homeless response efforts.
- By-Name List: The City developed a by-name list of unhoused individuals, which is a vital tool for tracking and managing the needs of unhoused residents. This list enables service providers to conduct targeted outreach and ensures that resources are allocated effectively. To date, the list consists of 90 individuals with 20 who are actively engaging with the outreach team.
- Encampments/Storage in Public Places: In July 2024, the City Council adopted Ordinance No. 1726 prohibiting encampments and storage of personal property in public places within city limits. The Police Department will provide a presentation to City Council with strategies to inform businesses and property owners about the encampment ordinance, how to report potential violations, and a process for business/property owners to provide trespass authority to the Police Department at a future Council meeting date.
- Home Rehabilitation Program: On July 15, 2024, the City Council allocated \$50,000 towards a Home Rehabilitation Program in partnership with Habitat for Humanity Los Angeles (Habitat LA). A Professional Services Agreement with Habitat LA to manage the City's program was approved by City Council on September 3, 2024. The agreement has been executed. Next steps are to develop program criteria and applications, advertise the program and begin implementation.

Homeless services in San Fernando are currently supported through a combination of funding sources, including the American Rescue Plan Act (ARPA), L.A. County Measure H, and a grant from the Substance Abuse and Mental Health Services Administration (SAMHSA). While a substantial portion of ARPA funds has already been utilized or committed to current programs, a small balance will be allocated to fund the recommended agreements for comprehensive homeless



**Receive and File an Update on the Implementation of the Homelessness Action Plan and Annual Point-in-Time Count**

services, as identified in the RFP released on June 6, 2024, by the Community Development Department. The funding sources reflected in the chart below are crucial for implementing these new agreements, ensuring that we can effectively address the needs outlined in the RFP. Measure H funding continues to support additional services, and the SAMHSA grant is also allocated for street outreach efforts.

<b>FUNDING SOURCE</b>	<b>CURRENT BUDGET</b>	<b>ACTUAL SPENT</b>	<b>OBLIGATED/ CONTRACTED</b>	<b>REMAINING BALANCE</b>
American Rescue Plan Act (ARPA)	\$300,000	\$132,266	\$13,708	\$154,026
L.A. County Measure H	\$80,413	\$19,120	\$33,889	\$27,404
Substance Abuse & Mental Health Administration Grant (SAMHSA)	\$175,200	-	-	\$175,200

To ensure the continuity of these vital services beyond the next fiscal year, it will be important for the City Council to provide strategic direction on securing additional funding. Without further financial resources, the City may need to evaluate and potentially adjust the scope of its programs to maintain effective service delivery. The Council’s leadership and decisions will be instrumental in ensuring the City can continue addressing homelessness and sustaining the progress made to date. Long-term funding solutions will be essential, as the demand for services continues to grow.

2024 Greater Los Angeles Point-in-Time Count.

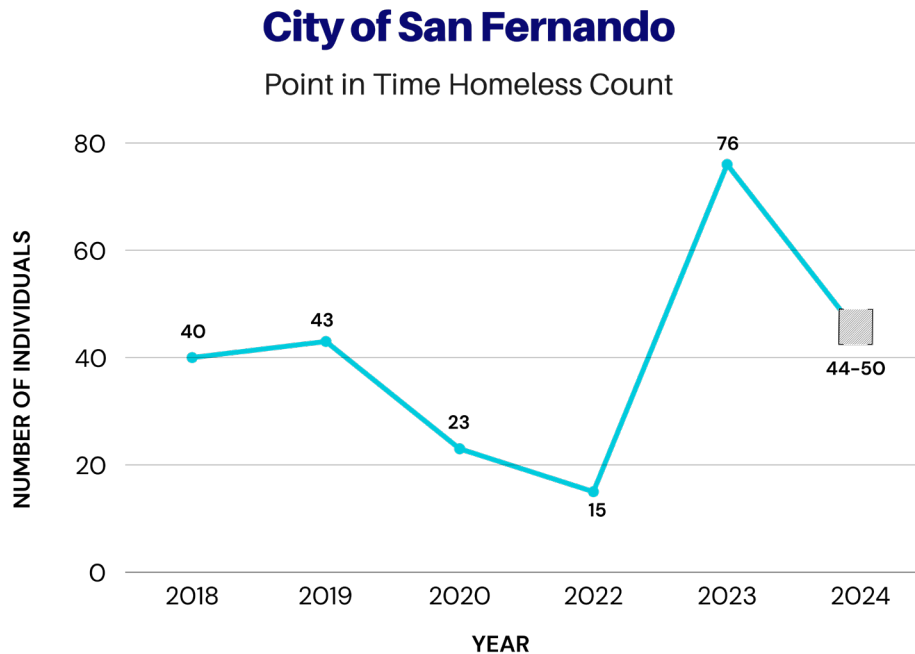
On January 23, 2024, the City participated in the Los Angeles Homeless Services Authority (LAHSA) 2024 Point-in-Time Homeless Count. The City has participated in the homeless count since 2013. With the help of volunteers, community partners, and local government agencies, this effort helps shine a light on homelessness in the region, generates valuable data to support programs, and provides a pathway for community involvement in the effort to address homelessness. This year, a number of City staff and local residents volunteered to participate in the City’s local street count.

The Homeless Count is best interpreted as a snapshot of homelessness at the regional level. The methodologies used to calculate the annual Homeless Count estimates work best with the large data sets for the Los Angeles Continuum of Care, Los Angeles City, and Service Planning Areas (SPA). The estimates do not portray a true representation of smaller areas below the SPA level, which is why LAHSA has shifted its approach to offering estimated ranges rather than applying specific multipliers to local jurisdictions.

The initial raw data indicated 14 individuals and 20 improvised dwellings within the City. After applying LAHSA’s methodology, this number was adjusted to an estimated range of 44 to 50 individuals, reflecting a decrease in the unhoused population from 2023.

The chart below provides the results of the Homeless Counts per LAHSA’s collected data in the City since year 2018.

## Receive and File an Update on the Implementation of the Homelessness Action Plan and Annual Point-in-Time Count



The data reflects a notable decline in the unhoused population within the City over the past year, demonstrating the effectiveness of strategies implemented through the Homelessness Action Plan. As outreach efforts continue to expand and supportive services are strengthened, it remains crucial to address the root causes of homelessness and enhance response capacities. This progress underscores the importance of ongoing community involvement, strategic partnerships, and securing sustained funding to continue providing vital assistance and ultimately reduce homelessness in the City of San Fernando.

### BUDGET IMPACT:

There is no additional impact to the current fiscal year.

### CONCLUSION:

It is recommended that the City Council receive an update on the implementation of the Homelessness Action Plan.

### ATTACHMENTS:

- A. LAHSA 2024 Homeless Count – San Fernando Data Totals
- B. NVCS Key Performance Quarterly Report - FY 23-24



# 2024 Homeless Count: Raw Data Totals San Fernando



## Raw Data Gathered During the Homeless Count



### Actual Persons Counted:

Sheltered:	0
Unsheltered:	14
<b>Total Actual Persons:</b>	<b>14</b>

### Improvised Dwellings Counted:

Cars:	6
Vans:	3
RVs:	5
Tents:	0
Makeshift shelters:	6
<b>Total Dwellings:</b>	<b>20</b>

## Estimated Number of People in Dwellings (derived using multipliers from SPA-wide surveys)

Please note: multipliers are designed for accuracy at the SPA level. Use of multipliers in areas smaller than the full SPA can be helpful for planning purposes, but the result should not be regarded as definitive.

Dwelling Type	Multipliers	Avg. Occupancy	+/- Error	# Counted	Raw Count x Multiplier
Cars:		1.55	0.13	6	9.28
Vans:		1.72	0.17	3	5.17
RVs:		1.82	0.12	5	9.11
Tents:		1.53	0.08	0	0.00
Makeshift shelters:		1.61	0.18	6	9.65

Low Est.      High Est.

### Rough estimated range of people in dwellings using multipliers (rounded):

**30 — 36**

The Low Estimate and High Estimate are the endpoints of the statistical 95% confidence interval (95% CI) around the estimated number of how many people experiencing unsheltered homelessness (unsheltered PEH) were sleeping in cars, vans, RVs, tents, or makeshift shelters (CVRTM) on the night of the Point-in-Time (PIT) Count. Having 95% confidence means there is a very good (19 in 20) chance the true number of unsheltered PEH sleeping in CVRTM was between the Low Est. and the High Est. (a 1 in 20 chance remains that the true number was lower than the Low Est. or higher than the High Est.). If required to ignore estimation uncertainty and report a single number, rather than a range like the 95% CI, halfway between the endpoints is the best, single point estimate from the Demographic Survey of unsheltered PEH...

## Estimated Total Persons

<b>Actual Sheltered Persons*:</b>	<b>0</b>
<b>Actual Unsheltered Persons:</b>	<b>14</b>
<b>Roughly Estimated Range of Persons in Dwellings:</b>	<b>30 — 36</b>
<b>Roughly Estimated San Fernando Total Range:</b>	<b>44 — 50</b>

\*Please note: Sheltered counts do not include clients sheltered with vouchers or in programs with confidential addresses, such as shelters for clients fleeing domestic violence. Voucher-based program data is not available at the census tract level. Data for confidential sites is included only in summaries at the SPA-level or larger to protect their confidentiality.

CITY OF SAN FERNANDO							
NORTH VALLEY CARING SERVICES PROGRESS REPORT FY 23-24							
				Q1: July 1-Sept. 30	Q2: Oct. 1-Dec. 31	Q3: Jan 1 - Mar 30	Q4: April 1 - June 30
				Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)
<i>Example:</i>	<i>Enroll people experiencing homelessness into interim housing</i>	<i>17 participants placed into interim housing</i>	<i>Quarterly</i>	5	15	15	15
<b>Task 1: Develop City's Capacity to Better Prevent and End Homelessness</b>							
1.i	Outreach and engagement to individuals experiencing homelessness.	a. 30 individuals experiencing homelessness engaged (interaction with face-to-face contact)	Monthly	27	39	151	110
		b. 30 Participants assessed for services	Monthly	13	31	78	48
		c. 50% enrolled in public benefits	Monthly	8	14	24	25
		d. 50% of participants receiving case management services	Monthly	13	31	31	36
		e. 10% of participants placed into interim housing	Monthly	0	2	11	12
1.ii	Provide a referral to individuals experiencing homelessness with needed services (Public benefits, SSI, SSDI, housing referral, CalWorks, medical assistance, DMV documentation assistance).	Refer 15 individuals experiencing homelessness to services	Monthly	10	16	45	26
1.iii	Develop a by-name tracking system for individuals experiencing homelessness.	1 update	Monthly	1	1	1	1
1.iv	Total number of people exiting to housing each month based on # of outreach per month	10% of participants	Monthly	0	2	11	12
1.v	Establish a Homelessness Response Center supported by established service agreements with homelessness-dedicated service providers.	1 monthly meeting; 12 total meetings annually	Monthly	2	3	7	7
1.vi	Number of people entering homelessness		Updated Continuously	37	20	56	17
1.vii	Developed data and reporting tools to understand homelessness and housing instability			1	1	2	1
1.viii	Number of data and reporting tools with disaggregated demographic data			3	3	3	3
1.iv	Number of LAHSA an County Reports obtained			3	3	21	21
<b>Task 2: Address the Service Needs of People Experiencing Unsheltered Homelessness</b>							
<b>Task 2a: Homeless Street Outreach</b>							
2A.i	Number of people receiving services (documentation feeds, auto related expenses, job related expenses, rental related expenses, and others).	3 participants	Monthly	7	4	7	12
2A.ii	Number of people receiving assistance with emergency and interim housing (motel vouchers), receiving storage fees, landlord incentives, and others.	3 participants	Monthly	0	13	17	14
2A.iii	Number of people experiencing unsheltered homelessness, including key subpopulations reflected on By-Name list			27	39 new, 66 total	62	
2A.iv	Number of Interactions with individuals experiencing homelessness engaged with face-to-face contct			27	39	151	110
2A.v	Length of time a person remains homeless			12+ months	12+ months	12+ months	12+ months
2A.vi	Successful placement from street outreach to housing			0	2	11	12
2A.vii	Number of encampments, including vehicular			2	2	3	3
2A.viii	Number of individuals offered services (e.g. medical support)			13	21	23	7
2A.iv	Number of individuals accepting offered services (e.g. mental health support)			7	19	18	8

				Q1: July 1-Sept. 30	Q2: Oct. 1-Dec. 31	Q3: Jan 1 - Mar 30	Q4: April 1 - June 30
				Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)
<b>Task 2b: Safe Parking and Safe Storage</b>							
2B.i	Number of people experiencing vehicular homelessness			1	2	2	3
2B.ii	Number of connections to coordinated entry/ access sites	10% of monthly contacts		1	2	13	15
2B.iii	Number of encampments, including vehicular			1	2	3	3
<b>Task 2c: Crisis Housing Beds</b>							
2C.i	Number of crisis housing beds available for referrals (including emergency shelter, interim housing, medical respite, domestic violence shelter, faith-based shelter, family shelter, transitional housing, motel vouchers, winter shelters, detox beds, etc.)	60% of Homeless Point in Count Result	Annually	15,747	15,747	26,245	26,245
<b>Task 3: Homelessness Prevention</b>							
<b>Task 3a: Homelessness Prevention Services</b>							
3A.i	Number of providers, nonprofits, and cross-sector partners that utilize housing problem solving strategies			6	6	6	6
3A.ii	Number of individuals diverted from homelessness response system	100%	Bi-weekly	0	1	0	23
3A.iii	Total number of people exiting to housing	10% of monthly outreach individual contacts	Bi-weekly	0	2	11	12
3A.iv	Number of successful housing placements	10% of monthly outreach individual contacts	Bi-weekly	0	2	11	12
<b>Task 3b: Cross-Sector Collaboration, Discharge Planning, and Early Identification</b>							
3B.i	Number of providers, nonprofits, and cross-sector partners that utilize housing problem solving strategies			6	6	6	6
3B.ii	Number of individuals diverted from homelessness response system	100%	Bi-weekly	0	1	27	40
3B.iii	Number of people experiencing unsheltered homelessness discharged from mainstream institutions or re-entering from homelessness response system	0%		0	0	2	6
<b>Task 3c: Subpopulations</b>							
3C.i	Number of key subpopulations reflected in data			8	12	14	14
3C.ii	Number of unique services targeted at key subpopulations			2	2	2	2
<b>Task 3d: Racial Equity</b>							
3C.i	Number of staff hired with lived experience			3	3	4	2
3C.ii	Number of staff engaged in race equity training			3	3	4	3
<b>Task 3d: Stabilizations</b>							
3C.i	Number of successful referrals to physical health, mental health, behavioral health, substance use disorder treatment, employment & income support partners	50% of monthly outreach individual contacts	Bi-weekly	0	5	11	13
3C.ii	Number of participants enrolled in public benefits	50% of monthly outreach individual contacts	Bi-weekly	8	14	24	25
3C.iii	Number of participants receiving case management services from NVCS	50% of monthly outreach individual contacts	Bi-weekly	13	31	31	36
3C.iv	Number of clients that successfully exit housing programs	10% of monthly outreach individual contacts	Bi-weekly	0	0	2	3

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erika Ramirez, Director of Community Development  
Kenya Marquez, Housing Coordinator

**Date:** October 7, 2024

**Subject:** Discussion and Consideration to Approve Professional Services Agreements with Home Again Los Angeles and North Valley Caring Services to Provide Comprehensive Homeless Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with Home Again Los Angeles (Attachment "A" – Contract No. 2300) in an amount not to exceed \$157,200, to provide comprehensive homeless services;
- b. Approve a Professional Services Agreement with North Valley Caring Services (Attachment "B" – Contract No. 2299) in an amount not to exceed \$175,000, to provide comprehensive homeless services; and
- c. Authorize the City Manager, or designee, to make non-substantive edits and execute all related documents.

### BACKGROUND:

1. On February 16, 2021, the City Council established a Homeless Committee Ad Hoc (Councilmembers Montañez and Rodriguez) to work with a City Homeless Task Force (HTF) comprised of City staff, local service providers, and other government organizations to develop policy recommendations in addressing homelessness in San Fernando, including but not limited to, preparation of a Homelessness Action Plan.
2. On September 6, 2022, the City Council adopted Resolution No. 8164 approving the City of San Fernando Homelessness Action Plan, which provides a comprehensive strategy to address homelessness over the next five years.

**Discussion and Consideration to Approve Professional Services Agreements with Home Again Los Angeles and North Valley Caring Services to Provide Comprehensive Homeless Services**

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3. On April 17, 2023, the City Council authorized a re-appropriation of \$300,000 from the solar power at City facilities project to be used towards homeless outreach services and related programming. Additionally, the City Council approved Contract No. 2148 with North Valley Caring Services (NVCS) for an amount not to exceed \$175,000 to provide street outreach for individuals experiencing homelessness for a term of one (1) year.
4. On November 6, 2023, the City Council approved a Memorandum of Understanding (MOU) with Home Again Los Angeles (HALA) to provide community resource support through the City's Business and Community Resource Center for a term of one (1) year, expiring November 2024. This MOU was at no cost to the City, as HALA's services were funded through various grants secured by HALA, including Measure H. These services were provided in a limited capacity based on HALA's available operating budget and external funding sources.
5. On December 4, 2023, the City Council adopted Resolution No. 8279 authorizing the acceptance of the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) grant, which allocated \$175,200 specifically for homeless street outreach services.
6. On May 24, 2024, the City extended Contract No. 2148 with North Valley Caring Services (NVCS) until funds were expended.
7. On June 6, 2024, a Request for Proposals (RFP) was released for comprehensive homeless services to provide the following: 1) street outreach and engagement, 2) case management, 3) housing navigation, 4) emergency and interim housing options, 5) rapid rehousing and prevention programs; or 6) any of the combined services.

**ANALYSIS:**

Homelessness is a pressing issue that affects communities across the nation, and the City of San Fernando is no exception. With an estimated 44-50 individuals experiencing homelessness locally and over 75,000 across Los Angeles County, the need for effective, targeted services has never been more critical. Providing homeless services is essential not only for addressing the immediate needs of those experiencing homelessness but also for fostering stability and reintegration into the community.

The City's Homelessness Action Plan (Action Plan) sets the course for further addressing the needs of its residents experiencing or at risk of homelessness. This plan builds upon current efforts and formalizes the approach under three (3) key priorities. As the City's first Action Plan, it presents a unique opportunity to address multiple facets of the homelessness response, from inflows to service delivery to outflows. With momentum from key community stakeholders, new

**Discussion and Consideration to Approve Professional Services Agreements with Home Again Los Angeles and North Valley Caring Services to Provide Comprehensive Homeless Services**

funding opportunities, and a relatively low number of individuals experiencing homelessness, the City is well-positioned to implement a person-centered approach that focuses on individual needs. By strategically aligning resources and services through the Action Plan, the goal of ending homelessness in San Fernando becomes an achievable reality. The annual reporting of outcomes required by Measure H in the Key Performance Quarterly Report is included Attachment “C” to demonstrate the City’s service efforts in 2024.

Comprehensive Homeless Services Proposal Analysis.

As the City’s agreements with NVCS and Home Again Los Angeles (HALA) neared expiration, staff initiated a formal Request for Proposals (RFP) and a thorough review process to ensure the continuation of high-quality homeless services at a competitive price. The City received timely proposals from three (3) agencies in response to the RFP. The following table summarizes the original and revised proposals:

<u>AGENCY</u>	<u>ORIGINAL SERVICES PROPOSED</u>	<u>ORIGINAL PROPOSAL</u>	<u>REVISED SERVICES PROPOSED</u>	<u>REVISED PROPOSAL</u>
<b>Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA)</b>	Street Outreach, Case Management	\$309,596.58	N/A	N/A
<b>NVCS</b>	Street Outreach	\$415,257.13	Street Outreach-Reduction in supplies, supportive services; days of service; change in staff tasks. Detailed below.	\$175,000
<b>HALA</b>	Case Management, Housing Navigation, Emergency and Interim Housing Options, Rapid Rehousing and Prevention Programs	\$775,924	Case Management, Emergency and Interim Housing Options, Rapid Rehousing and Prevention Programs-Reduction detailed below.	\$157,200

All proposals were reviewed by an Evaluation Panel (Panel) comprised of the Deputy City Manager/Economic Development, Director of Community Development, and the Housing Coordinator. The evaluation process included detailed reviews of each proposal. Given that the initial proposals exceeded the City’s available funding, the panel requested a revised proposal from each respondent to align with available funding. Two (2) of the three (3) respondents, HALA and NVCS, submitted revised proposals pursuant to the City’s request.

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With the goal of providing all of the services identified in the RFP and based on the revised responses, the Panel is recommending that the City Council award contracts to both Home Again Los Angeles (HALA) and North Valley Caring Services (NVCS) to ensure existing homelessness and prevention are simultaneously addressed. HALA would provide Case Management; Emergency and Interim Housing Options; and Security Deposit and Eviction Prevention Services. The services provided by HALA aim to reduce the inflow of new individuals and families into homelessness and provide continued support to those already affected.

HALA revised the proposal to achieve cost savings by reducing staffing from two (2) full-time employees to one (1) part-time case manager. This change also reduced the number of families they can assist from 95 to 29 across all programs. HALA will focus on Case Management, Emergency and Interim Housing Options, and Security Deposit and Eviction Prevention Services, aiming to reduce the inflow of new individuals and families into homelessness while continuing support for those already affected.

NVCS also made a reduction in cost from their original bid, decreasing from \$415,257.13 to \$175,000 by streamlining its operations. The reductions included scaling back financial assistance support from \$43,000 to \$5,000, eliminating the vehicle lease, reducing the days of service from seven (7) days a week to five (5) days a week, and utilizing volunteers for tasks not related to direct outreach. Additionally, the operational budget has seen cuts in areas such as rent, utilities, insurance, phone, and software fees. NVCS will providing street outreach services Monday through Friday for eight (8) hours each day, and on-call during the weekends. This outreach is crucial for ensuring that unhoused individuals are engaged and connected to essential support systems. Maintaining this outreach service is vital to helping vulnerable populations initiate the process of securing stable housing and accessing necessary resources for long-term stability.

LACADA declined the request to resubmit a revised proposal to reduce their budget to align with the City's budget for outreach and case management, nor to add all of the requested services in the RFP for further consideration. As a result, they were not considered for further evaluation. Staff's objective was to identify an agreement or agreements that would fall within the available funding and offer comprehensive services to families and individuals. These services would encompass preventative programs and street outreach.

Home Again LA Services Overview.

HALA is a 501©3 non-profit homeless service provider founded in 2010 by an association of pastors from various congregations in the East San Fernando Valley as a result of the 2008 recession and the growing population of families with children experiencing homelessness. Since then, HALA has evolved its programing to focus on five core programs: Shelter, Rapid Rehousing, Eviction Prevention, Transitional Housing, and Education/Outreach.

In 2023, HALA assisted 699 households across their entire service area, 234 households of which were assisted in transitioning from unhoused to permanently housed. Of the 699 households, 465 households were provided the resources to prevent loss of housing.

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Since December 2023, HALA has been offering services twice a week at the City's Business and Community Resource Center, where a Resource Coordinator has been available to assist households with HALA programs, government services, and other community resources. HALA has been instrumental in preventing evictions and providing rental assistance to residents facing financial hardship. The organization has helped connect individuals to rental relief and utility bill assistance programs, while also assisting with applications for social services like CalFresh and CalWORKs.

In partnership with the City's Social Services Coordinator, HALA organized a Family Resource Fair that brought together agencies offering resources related to employment, healthcare, housing, and other essential services for San Fernando residents. HALA's focus on housing stability is further demonstrated through their rapid rehousing programs, which offer rental subsidies and case management to help families and individuals secure stable housing. Additionally, HALA provides personalized support to residents working towards financial stability and employment.

From December 2023 to July 2024, HALA has:

- Assisted 29 households with rental assistance and eviction prevention
- Helped seven (7) individuals with housing navigation
- Provided 41 social service referrals
- Supported 15 individuals with shelter assistance

Under the proposed agreement, HALA will provide one part-time case manager stationed at the Business and Community Resource Center three days a week. This case manager will be responsible for assisting households in need of supportive services, including referrals for housing stability, financial assistance, employment opportunities, healthcare providers, and food pantries. The case manager will also oversee the security deposit and eviction prevention programs, as well as the emergency housing program for families.

Through this agreement, HALA will be able to continue to support social service referrals and individuals with shelter assistance in addition to following:

- A minimum seven (7) unhoused families with emergency and interim housing options, providing motel vouchers for up to 29 days per family
- A minimum of 10 families through the security deposit program, offering deposits of up to \$3,000 per family
- A minimum of 12 families through the eviction prevention program, providing up to \$2,000 per month for 3 months to help prevent eviction and maintain housing stability

The total number of families that can be assisted through the programs listed above depend on the specific costs and terms for each situation.

**Discussion and Consideration to Approve Professional Services Agreements with Home Again Los Angeles and North Valley Caring Services to Provide Comprehensive Homeless Services**

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North Valley Caring Services Overview.

North Valley Caring Services (NVCS) is a non-profit organization that has served the Northeast San Fernando Valley for over 40 years. Established in 1978, NVCS has grown into the largest single-site food distribution center in the San Fernando Valley, addressing critical issues such as homelessness, poverty, and food insecurity through a comprehensive range of services. The organization's long-standing commitment to the community of North Hills has made it a trusted local resource, providing much-needed support to individuals and families in need.

NVCS offers a wide array of services, including an afterschool program, weekly drive-through food pantry, breakfast program, safe parking program, outreach meals, adult education, business courses, and various community events. Their multi-pronged approach is designed to address the root causes of homelessness and poverty while promoting long-term stability and well-being for the community. NVCS is particularly recognized for its person-centered, compassionate approach to service delivery, earning the title of "2020 California Non-Profit of the Year," as nominated by California State Assemblymember Adrin Nazarian.

In June 2023, the City entered into an agreement with NVCS to provide street outreach services. Since then, NVCS has played a critical role in connecting unhoused individuals with shelter and services. Over the course of this agreement, NVCS has successfully transitioned 25 individuals into shelters or interim housing. These placements are typically interim and available for up to 90 days. During this period, individuals are connected to supportive services and case management, which assist them in developing next steps and securing permanent housing for long-term sustainability. Additionally, from January 2024 to the present, NVCS responded to 124 outreach requests through the GoGov platform (not including additional emails and phone calls received through the outreach line), distributed 782 hot meals, and held office hours twice a week. Currently, NVCS has identified 20 individuals they are working with consistently, providing ongoing support and assistance with the goal of transitioning them into interim housing. Their team operates full-time, Monday through Friday, and is available for on-call services Saturday and Sunday, offering continuous outreach and support, which has been instrumental in addressing the complex needs of the unhoused population in San Fernando.

Under the proposed agreement, NVCS will provide a full-time homeless outreach team, available Monday through Thursday from 8:00 a.m. to 5:30 p.m. and Fridays from 5:00 a.m. to 2:00 p.m. This team will engage in proactive outreach while also responding to city referrals and community requests. They will conduct daily visits to encampments and individuals, offering essential supplies such as food, hygiene items, and clothing. Additionally, they will assist individuals who are willing to access shelter or permanent housing. The team will also provide transportation support for unhoused individuals to reach shelters, medical appointments, and other critical services.



**Discussion and Consideration to Approve Professional Services Agreements with Home Again Los Angeles and North Valley Caring Services to Provide Comprehensive Homeless Services**

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The proposed agreements with HALA and NVCS offer a comprehensive and balanced approach to addressing homelessness in the City. HALA's focus on case management, emergency and interim housing, and eviction prevention will provide essential support to families at risk of losing their housing, while NVCS's street outreach services will ensure that unhoused individuals receive the supplies, resources, and support necessary to transition into stable housing. Together, these partnerships will strengthen the City's capacity to prevent homelessness, provide immediate relief to those experiencing homelessness, and foster long-term housing stability within the community.

**BUDGET IMPACT:**

The contract total of \$332,200 for comprehensive homeless services agreements will be funded as follows:

- \$154,026 – American Rescue Plan Act (ARPA) Funding (Account: 121-155-3689-4260)
- \$175,200 – SAMHSA Grants (Account: 110-225-0568-4260)
- \$2,974 – Measure H (Account: 028-155-0000-4260)

This total amount is sufficient to cover these contracted services for a term of one (1) year. During this time, staff will actively pursue additional funding opportunities to ensure the continuation and potential expansion of the City's homeless services beyond this initial period. This approach allows the City to address homelessness effectively in the short term while planning for long-term sustainability.

**CONCLUSION:**

Staff recommends that the City Council approve Contract No. 2300 for homeless services with Home Again Los Angeles and Contract No. 2299 for street outreach services with North Valley Caring Services, and authorize the City Manager to make non-substantive changes and execute the Professional Services Agreements and all additional documents.

**ATTACHMENT:**

- A. Contract No. 2300, including:
  - Exhibit "A": Request for Proposals for Comprehensive Homeless Services ([provided digitally through weblink](#))
  - Exhibit "B": Home Again Los Angeles - Proposal for Comprehensive Homeless Services
  - Exhibit "C": Home Again Los Angeles – Revised 1 Program Year Expenses
- B. Contract No. 2299, including:
  - Exhibit "A": Request for Proposals for Comprehensive Homeless Services ([provided digitally through weblink](#))
  - Exhibit "B": North Valley Caring Services - Proposal for Comprehensive Homeless Services
  - Exhibit "C": North Valley Caring Services – Revised Proposed Budget
- C. Key Performance Quarterly Report – FY 23-24



**2024**  
**CONTRACT SERVICES AGREEMENT**  
**HOME AGAIN LOS ANGELES**  
**Comprehensive Homeless Services**

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this 7<sup>th</sup> day of October, 2024 (the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and HOME AGAIN LOS ANGELES, a non-profit public benefit corporation organized under the laws of the State of California (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

**RECITALS**

**WHEREAS**, CITY is a municipal corporation organized under the general laws of the State of California, with power to contract for services necessary to achieve its purpose; and

**WHEREAS**, CITY requires comprehensive homeless services and seeks to provide case management, interim and emergency housing options, and security deposit and eviction prevention services to support individuals and families experiencing homelessness; and

**WHEREAS**, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

**WHEREAS**, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of October 7, 2024, under Agenda Item No. \_.

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

**SECTION 1. SCOPE OF SERVICES.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described under the heading "Scope of Service" found in that certain Request for Proposals of CITY entitled Request for Proposals – Comprehensive Homeless Services issued June 6, 2024 (hereinafter, "CITY RFP") and the written proposal of CONTRACTOR entitled "Response to City of San Fernando Homeless Services RFP Comprehensive Homeless Service" dated June 18, 2024 (hereinafter, the "CONTRACTOR Proposal") The CITY RFP and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR Proposal, the provisions 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.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY. No CITY vehicles shall be used in the performance of the Services, provided, however, that CITY may provide a vehicle to CONTRACTOR in accordance with applicable laws and regulations and policies and procedures regarding disposal of surplus City-owned personal property.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be performed under this Agreement; and (ii) has carefully considered how the Services should be performed. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Services are to be performed and will be fully acquainted with its conditions, prior to commencing the Services. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

## **SECTION 2. TERM.**

- A. This Agreement shall have a term of one (1) year commencing from the date the Agreement is signed by all of the Parties, to wit, the Effective Date which shall be the first date to appear in this Agreement above.
- B. 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.

**SECTION 3. PERFORMANCE OF SERVICES.**

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR shall perform any of the Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.
- D. CONTRACTOR shall perform the Services continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Services of CITY, its employees or other consultants, contractors or agents.
- E. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- F. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- G. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- H. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**SECTION 4. COMPENSATION.**

- A. CONTRACTOR shall be compensated for its performance of the Services in accordance with the schedule of costs entitled "Comprehensive Homeless Services – 1 Program Year Expenses" (the "Compensation Schedule"). The forgoing notwithstanding, CONTRACTOR's total compensation during any single Contract Year over the Term of this Agreement may not exceed the aggregate sum of ONE HUNDRED AND FIFTY-SEVEN THOUSAND, TWO HUNDRED DOLLARS (\$157,200) (the "Annual Not-to-Exceed Sum") is attached and incorporated hereto as Exhibit "C". For purposes of this Agreement, the term "Contract Year" means a one-year period of commencing from the Effective date. CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

**SECTION 5. STANDARD OF CARE.**

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Work;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR'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;
- E. CONTRACTOR 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 CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;

- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's 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 shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR 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. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

## **SECTION 6. REPRESENTATIVES.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Erika Ramirez, Director of Community Development (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, Albert Hernandez, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to

make all decisions in connection therewith (hereinafter, the “Contractor Representative”). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor’s Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**SECTION 7. CONTRACTOR’S PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All Services, services and tasks will be performed under CONTRACTOR’s supervision, and CONTRACTOR’s personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR’s performance of the Services, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees’ and subconsultants’ wages and benefits and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Services contemplated under this Agreement.



**SECTION 8. SUBSTITUTION OF KEY PERSONNEL.** CONTRACTOR 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, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR 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 CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: Albert Hernandez

**SECTION 9. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.**

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Services shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but not necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Services, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements, if any, for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the applicable provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with applicable provisions of California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required where applicable by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 where applicable and shall keep accurate payroll records containing all such information as may be called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other applicable requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the applicable provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Services of this Agreement. The Notice to Proceed with the Services under this Agreement will not be issued, and CONTRACTOR shall not commence the Services, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Services under this Agreement. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Agreement certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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." A subcontractor is not allowed to commence the Services on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Representative for the CITY's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, as applicable, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**SECTION 10. PROHIBITED INTERESTS.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no

member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SECTION 11. INDEPENDENT CONTRACTOR.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**SECTION 12. CONFLICTS OF INTEREST.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this Agreement. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

**SECTION 13. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, or age (over 40). CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 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 Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement where applicable. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

**SECTION. 14. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent

active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR 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. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

#### **SECTION 15. INSURANCE.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.



- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. 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 CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- N. 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.

**SECTION 16. RECORDS AND INSPECTION.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

**SECTION 17. TERMINATION.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

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

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "A"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

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

**SECTION 18. FORCE MAJEURE.** The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR’S sole remedy being extension of the Agreement pursuant to this Section.

**SECTION 19. NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR’S and CITY’S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of San Fernando  
 Attn: Director of Community Development  
 117 Macneil Street  
 San Fernando, CA 91340  
 Phone: (818) 898-1217

**If to CONTRACTOR:**

Home Again Los Angeles  
 Attn: Albert Hernandez, CEO  
 P.O. Box 7151  
 Burbank, CA. 91510  
 Phone: (818) 562-7778  
 Email: [Albert@HomeAgainLA.org](mailto:Albert@HomeAgainLA.org)

**SECTION 20. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY’S prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 21. ATTORNEY FEES.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney’s fees.

**SECTION 22. ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**SECTION 23. GOVERNING LAW; JURISDICTION.** 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, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**SECTION 24. SEVERABILITY.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**SECTION 25. CAPTIONS.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**SECTION 26. EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

*Signature page to follow*

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

**CITY OF SAN FERNANDO**

**HOME AGAIN LOS ANGELES**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_





PO Box 7151  
 Burbank, CA 91510  
 Administrative Office: 818.562.7778  
 www.homeagainla.org  
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*Ending Homelessness, One Family at a Time*



**CHIEF EXECUTIVE OFFICER**

Albert Hernandez

June 18, 2024

**BOARD OF DIRECTORS**

Carol Nunez  
*President*

David Zuckerman  
*President-Elect*

Alex Parajon  
*Treasurer*

Janice Lowers  
*Secretary*

Deborah Weirick  
*Immediate Past President*

Amanda Adams

Christopher Clarkson

Lt. Steven Corrigan

Marie Filipian

Nancy Guillen

Dr. Lisa Laurent

Steve Mora

Laurie Krattiger

Dr. William Wang

City of San Fernando  
 117 N MacNeil Street  
 San Fernando, CA 91340

**Re: Response to City of San Fernando - Homeless Services RFP Comprehensive Homeless Services**

To whom it may concern:

We would like to congratulate the City of San Fernando for its continued efforts in implementing and strengthening its current efforts to provide robust homeless services for the residents. We would be honored to be your homeless service provider in working toward achieving the goals outlined in your Homeless Plan.

Home Again Los Angeles (HALA) is respectfully submitting our bid to your Request for Proposal in hopes to be the City of San Fernando's homeless service provider partner. For 15 years HALA has had experience operating a variety of homeless service programs that best respond to the needs of those experiencing homelessness or on the verge of homelessness; most notably with partners such as the City of Burbank, City of Glendale, and the Los Angeles County.

In 2023, our agency assisted 699 households, 234 households of which were assisted in transitioning from unhoused to permanently housed. Of the 699 households, 465 households were provided the resources to prevent their loss of housing. We would be grateful for the opportunity to collaborate with San Fernando to bring critical resources that will elevate the lives of the unhoused or those on the verge of homelessness.

All communication should be referred to Chief Executive Officer, Albert Hernandez.

His contact information is as follows:

Email: **Albert@HomeAgainLA.org**

Office: **818-562-7778**

Mobile: **747-200-7350**

Thank you for the opportunity to be your Homeless Service Partner,  
**Albert Hernandez**  
 Chief Executive Officer

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**Agency Background and History**

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Albert Hernandez

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Home Again Los Angeles (“HALA”) is a fifteen-year-old 501©3 non-profit homeless service provider with a board of directors comprised of eighteen individuals representing various sectors throughout our region. 100% of our board of directors contribute financially to the mission of the organization.

HALA has program staff and offers services at the following locations:

- 1) Resource Center/Admin Office in Burbank, CA
- 2) Shelter/Day Center in Burbank, CA
- 3) Resource Center in Glendale, CA
- 4) Resource Office in San Fernando, CA

The organization was founded by an association of pastors from various congregations in the East San Fernando Valley because of the recession in 2008 and the growing population of families with children experiencing homelessness. At that time, no shelters were available in that region and unhoused families with children had the option to go to Skid Row for shelter and resources. Many of the families in the Valley required shelter, time, case management, and a closer facility that would allow for their children to continue to attend their neighborhood school; thus, decreasing the amount of life altering events in the lives of the children. Thus, HALA was created giving unhoused families comprehensive services needed to achieve housing, employment, and financial stability.

Since 2008 Home Again LA has evolved its programs to best respond to the growing needs of residents in the Valley. Today our organization has five core programs, 1) **Shelter**, 2) **Rapid Rehousing**, 3) **Eviction Prevention**, 4) **Transitional Housing** and 5) **Education/Outreach**.

For responding to this Request for Proposals, Home Again Los Angeles proposes offering the following programs to support the City of San Fernando in achieving its benchmarks outlined in its 5-Year Homeless Plan and in this Request for Proposal.

**1) Case Management Services**

**Goal:** To implement a robust case management program for households in the City of San Fernando who are in need of supportive services and referrals ranging from housing stability, financial assistance, employment opportunities, health care providers, food pantries and more.

**Program Cost:** \$63,206/year

**Program Outcome:** Serve 200 unduplicated households through Case Management. Of the two hundred households served 150 will acquire the resources needed to achieve their personalized housing, employment, or financial goals.

**Program Overview:** HALA currently offers case management under all program components. Case management is a critical part of a household’s journey back to stability. Every program component in your RFP should have a level of case management



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infused in it as case management is what will drive our case managers to build personalized stability plans for the households we encounter. We would offer case management daily during our regular programming hours, Monday through Friday 8:30am to 5:30pm.

Since December 2023, HALA has been operating, free of charge, out of the Resource Center in San Fernando City Hall. Our main contribution to the Resource Center has in fact been our case management services in which any household in need of supportive services, linkage to HALA’s programs, or of those one of our partners provides, may come in, call, or email us for assistance.

If funded for this component we envision operating a “one stop shop” that provides a plethora of resources under the Case Management program. Case management is meant to provide various resources and advocacy to help a household achieve their financial, employment, and housing goals. With that said, HALA has many partners that we can leverage their services, both from the profit and nonprofit sector. We intend to continue offering and strengthening those resources to San Fernando to best serve the needs of the community. Under our case management we will make connections including, but not limited to:

- A. Health providers including Comprehensive Community Health Centers, Providence Systems, WelbeHealth, etc.
- B. LA County including medi-cal programs, general relief program, food stamps program,
- C. Transportation needs including LA Metro passes and taxi vouchers,
- D. Shelters include LA Family Housing, Rescue Mission, Home Again LA Shelter and Motel Voucher program, etc.
- E. Financial Literacy including curriculum from partners like Banc of California, GAIN Federal Credit Union, Logix Federal Credit Union, etc.
- F. Essential Items i.e. clothing, food, and gift cards from our partners such as churches, local service clubs and others.

Under this component one full-time employee for forty hours per week would be required to successfully offer this piece. In addition to the scope of work and duties mentioned above the assigned Case Manager will conduct intakes, assess the needs of the households, and make appropriate referrals to partnering service providers or connect the household to one of HALA’s internal housing programs. As a point of reference, HALA case managers have training and experience in utilizing the Coordinated Entry System and grading the level of need based on the questions on the SPDAT form to identify the number of need/barriers facing the household. Our experience comes from years of utilizing these systems with our government partners. Our entire team are also trained in the utilization of Homeless Management Information System (HMIS) for data inputting and reporting purposes.



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**2) Housing Navigation Services**

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**Goal:** To offer housing navigation services to the unhoused leading to permanent housing, shelter, motel vouchers or other housing types.

**Program Cost:** \$60,960/year

**Program Outcome:** To support 30 City of San Fernando households. Of the thirty households served, twenty-five households will successfully transition into permanent housing.

**Program Overview:** Since 2010 HALA Housing Navigators have been providing housing navigation services to our clients in our shelter or to those utilizing our motel vouchers. Over the years HALA has cultivated a strong network of landlords who collaborate with our team to secure housing for our households. However, this position would continue building that network throughout the west valley so that our clients have a greater chance of securing housing with HALA by their side. Should we be fortunate to partner with the City of San Fernando we would designate one full-time employee to oversee our Housing Navigation Services. This employee, Housing Navigator, will support unhoused families along their journey back to housing stability. The Navigator will assist the household in getting documents ready; making certain the household has their California Identification Card, completed housing application, security deposit and proof of employment/income.

HALAs knowledge in connecting households to Section 8 vouchers, Permanent Supportive Housing vouchers, Emergency Housing vouchers will be a great resource to leverage from us as it would expedite the length of time a household is experiencing homelessness. HALAs extensive knowledge in securing these vouchers and then knowing which landlords accept vouchers will be an asset to the overall program; thus, reducing the length of time a household is searching for an apartment unit. HALA has been strategic in assisting in getting a voucher as those who are high barrier is key in the procurement of vouchers. Our housing navigation services includes assisting the household in completing the apartment application, making certain they have all the necessary paperwork completed and ready to submit, taking the client to view the apartment unit, advocating to the landlord to consider accepting this household for the unit, and also trying to leverage security deposit funds from a government funding resource.

What we would like to highlight is the collaboration between the different components San Fernando has laid out in the Request for Proposal. We are implying that some of the components and the work laid out may be combined and over leverage among one another. While our Housing Navigator will focus on securing housing for clients, our Case Manager can then focus on stabilization services supporting the household in making certain they are paying their portion of the monthly rent, being a good tenant and paying their rent on time, being a good neighbor as to not have any issues with others living in the apartment building. This is a fitting example of collaboration while also offering a variety of services with one service provider who can touch on a variety of issues as outline in the San Fernando Homeless Plan. While the Request for Proposal did





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not necessarily directly speak about Stabilization Services this could be placed on the workload of the Case Management component.

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Once the household secures housing we would then support them by making certain they have the essential items to be successful, i.e., kitchen supplies, hygiene supplies, and appropriate furnishings. HALA has a strong network of partners who donate these items and are in our storage ready to be deployed to any household who has transitioned back into housing.

**3) Emergency and Interim Housing Options (Temporary Shelter)**

**Goal:** To provide immediate shelter to the unhoused in the City of San Fernando.

**Program Cost:** \$130,500.00

**Program Outcome:** To serve thirty unhoused families from the City of San Fernando. Of the thirty unhoused families thirty will transition into housing, i.e., permanent housing, transitional housing, shelter, etc.

**Program Overview:** As mentioned above, Home Again Los Angeles does operate two programs under this component, a shelter, and a motel voucher program for homeless families with children. We are not requesting funding for salary under this program. We can leverage the employees from one of the other components to support this. We would respectfully ask that the City consider implementing a Motel Voucher program that Home Again Los Angeles can operate on the City's behalf. We have extensive knowledge of operating this service with funding from Measure H. We have established partnerships in Burbank and Los Angeles and would pledge to do the same in San Fernando. With the funding we are requesting, as outlined in the budget we would be able to effectively provide 870 motel nights over the course of the year. In our current Motel Voucher program our staff provide unhoused households with no more than 29 days of motel nights and only once per lifetime. This means we would serve roughly up to 30 unhoused households through this component. Our Case Manager would work on cultivating a strong network of local motels who we would enter into a Memorandum of Understanding giving HALA a strong partnership who would be willing to provide bed nights for our clients. We would utilize our current Motel Voucher program policies and procedures as we develop this program in San Fernando. Our Case Manager would track the total number of households served, the total number of bed nights a household remained in our Motel program; and the Case Manager would work alongside Housing Navigators to find a home for our clients. While we anticipate focusing on services under this component as Motel Vouchers, we bring reassurance to the City of San Fernando that we currently operate a shelter for families with children, which at any time a client in your city may have access should it be a need.



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**4) Rapid Rehousing and Prevention Programs**

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**Goal:** To implement a Rapid Rehousing Program and Prevention program that will provide wraparound services for those experiencing homelessness and those on the verge of homelessness.

**Program Cost:** \$450,720

**Program Outcome:** 1<sup>st</sup> Outcome) To provide services to twenty unhoused households through the Rapid Rehousing Program. Of the twenty households, all twenty households will secure permanent housing. 2<sup>nd</sup> Outcome) To prevent homelessness for twenty-five households in the City of San Fernando by providing prevention relief funds to households facing eviction. Of the twenty-five households served, twenty-five households will maintain their housing because of our relief funds and case management.

**Program Overview:** Since 2017, Home Again LA has been implementing Rapid Rehousing programs (also known as Time Limited Subsidy programs) for a variety of populations. We offer this program to unhoused families with children, chronically homeless families with children and individuals. Since 2017, we have placed 534 unhoused families into our rapid rehousing programs which in turn means that is the total number of families that have been able to secure a new apartment with our support. These are families that were identified as homeless as defined by HUD, these are families who were living on the street, living in their vehicle, living in a motel, or doubling or tripling up with other families in an apartment unit not meant for more than one family.

Our rapid rehousing program is comprehensive in that we will welcome an unhoused family to apply for our services. If the household meets the definition of homeless and their annual household income does not exceed the total amount listed on the Income Limits set by HUD then we will work with the household. Our rapid rehousing program will utilize the Housing First Approach in which we secure housing for our clients first, then provide intensive case management that will focus on housing, employment, and financial stability. Our Housing Navigator will work with this household to identify the total amount of funding the household qualifies for based on their current annual household income. We then will begin the process of seeking an apartment unit that makes sense for the household based on income and number of people in the household. The Navigator will advocate for the household to our current landlord partners or potential partners. Now in our seventh year of implementing rapid rehousing programs, HALA now has landlords who approach our Housing Navigators when an apartment unit is scheduled to become vacant thus expediting the length of time a household is unhoused. Not only does this expedite the total days household is homeless but it puts things into perspective about the respect and strong collaborations our staff have with landlords from the Los Angeles County.

By utilizing this Housing First approach we immediately get the client out of being homeless and put them into an apartment unit where they can begin the process of achieving stability.



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Our budget and budget narrative will show you the amount we are seeking to operate this program and total number of households projected to support. Funding would be needed for security deposits and a mid-term, six-month, subsidy program. We would not need funding to implement this program; if funding is approved for the Case Manager and Housing Navigator those two positions would be leveraged to operate this program.

Furthermore, under this component we intend to operate a. Eviction Prevention program in which we will provide funding to households who are facing eviction due to nonpayment. In many cases households approaching HALA for aid are those who have lost employment, loss income and/or loss a partner thus decreasing the total amount of income the household is generating. Many households enrolled in Eviction Prevention are domestic violence victims who are fleeing their partners and are trying to reestablish themselves. Unfortunately, in our experience many of the domestic violence victims are females. Many women come to HALA seeking housing but unfortunately have bad or no credit which makes for a barrier; thus, having a case manager who can provide stabilization services is key; making certain the household focuses on securing employment and increasing their income.

We envision utilizing prevention funds that will support three months of rental arrears and include case management for the household utilizing this service as to make certain the household now has all the tools and resources to move forward and pay their rent with no challenges.

I would like to close this portion of the RFP by sharing our excitement about the opportunity of building a stronger partnership with the City of San Fernando, city employees, city officials and the residents. We have seen our programs blossom in neighboring cities throughout the years. City representatives look to Home Again Los Angeles for guidance when establishing new objectives and programs. At the City of Glendale, HALA has been the CES point of entry and lead agency providing resources to unhoused families. In the City of Burbank, HALA serves as a vital and standing out homeless service agency who the city can lean on to offer a multitude of services. Just last fiscal year we led the City's Motel Program and the No-Fault Eviction program that was funded by their general fund, a program that assisted renters who were being evicted by their landlord at no fault of their own.





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**Home Again Los Angeles Qualifications, Experience, Capacity and Outcome**

Home Again Los Angeles has a rich history in that we have been able to develop a comprehensive and well-respected program in the region. HALA is an organization with fifteen employees of which twelve are full-time employees and three are part-time employees. An *organizational chart* has been attached to this document for your understanding of how our organization is set up.

When you look at the case managers at HALA who are making a difference each and every day in the lives of unhoused families by providing counseling and being a sound board for our families, three of the nine are former clients who once lived in our shelter, we successfully placed into housing, and are now thriving in our community and in their respective lives. Who is better than parents of families who have gone through the challenges of facing homelessness to support our current HALA families living in shelter or motel rooms? Furthermore, over the past nine years we have had two individuals serve on our board of directors who were once formerly unhoused individuals. Those board members brought a unique perspective to our board meetings and always brought to life “is this in the best interests of our clients?”

Since 2016, HALA has implemented various homeless service programs utilizing funding sources from various levels of government. Our experience runs deep and is highlighted below for your understanding of our impact.

*Government Contracts implemented include:*

**City of Burbank**

*Community Development Block Grants – 2015 – present time*

- a) **Rapid Rehousing Programs** – 41 Households Served, \$122,000 Received
- b) **Street Outreach** – 109 Households Served), \$125,000 Received

*Emergency Solutions Grant Corona Virus – 2020-2022*

- a) **Eviction Prevention Program** (177 Households Served), \$478,000 Received

*Permanent Local Housing Allocation - 2021-2026*

- a) **Rapid Rehousing Programs** (113 Households Served), \$695,000

**City of Glendale**

*Community Development Block Grant – 2017 – present time*

- a) **Intake, Assessments and Housing Solutions** (157 Households Served), \$130,000 Received

*Emergency Solutions Grant – 2018 - 2024*

- a) **Rapid Rehousing Programs** (46 Households Served), \$422,000 Received

*Homeless Housing and Prevention – 2020 – present time*

- a) **Rapid Rehousing Program** (39 Households), \$389,000 Received
- b) **Prevention Programs** (39 Households Served), \$178,000 Received

*Continue of Care (Federal Funds) - 2017- present time*

- a) **Rapid Rehousing** (56 Households Served), \$864,000

Received



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*Measure H – 2022- present time.*

- a) **Rapid Rehousing** (21 Households Served), \$478,000 Received
- b) **Prevention Programs** (16 Households Served), \$249,000 Received

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**Los Angeles County Development Authority**

- a) **Prevention** – 2020-2022 (295 Households Served; Brought over \$1 million in rental relief to the San Fernando Valley)

**Los Angeles Housing Service Authority**

- a) **Measure H Stabilization** – 2024 - 2027 (New Program), \$471,000

HALA has worked with an array of public municipalities over the year, most notably by implementing programs that utilized the funding that was allocated by various levels of government. The work we provided was based on the assessment of needs we conducted in the communities we serve. The program budgets were based on the total available amount of funding stated in the respected Requests for Proposals. When building budgets we take into consideration the fair market rate of apartments, the annual income limits set by HUD, and the staff salary is based on the comparable of local agencies and case load.

If HALA is selected as the Homeless Service Provider for the City of San Fernando our staff will begin working on developing a Policies and Procedures handbook that will accompany the services. We already have Policies and Procedures that we can pull from for this project. We would also include a Schedule of Program Implementation and flyers to share with local partners.

HALA has been thankful to not have had any lawsuit from any public project undertaken. Nor have we had any claims or settlements that were by HALA or our insurers in the last five years.

**Municipality References**

Maribel Leyland, Housing Authority Manager, City of Burbank – 818.238.5158

Nick Schultz, Mayor of Burbank, 818-806-9392

Arsine Isayan, Homeless Programs Manager, City of Glendale – 818-550-4474

Ivet Samvelyan, Director of Permanent Housing, [ISamvelyan@LAHSA.org](mailto:ISamvelyan@LAHSA.org)

**Awards Presented to Home Again Los Angeles:**

~California 5<sup>th</sup> Senate District Inaugural Non-Profit of the Year Award - 2016

~CEO honored with the Visionary Award by the Southern California Leadership Network & LA Chamber of Commerce - 2017

~Valley Economic Alliance honored us with a Valley of the Star Humanitarian Award – 2023

~Non-Profit Platinum Award for Transparency by GuideStar six years in a row 2019 – 2024



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 Sandra Thompson

***Data, Performance Measures, and Quality Improvement***

HALA currently operates homeless outreach programs for various communities we are active in. We implement a street outreach program in the City of Burbank and City of Glendale. We deploy our staff members when a referral is made of a household living on the streets. In addition, we have a new outreach program under LAHSA in which we respond to referrals by LAHSA of households experiencing homelessness in encampments throughout the Valley. We bring our resources, technology devices to conduct any off-site applications, and essential items that may support the household, i.e. blankets, food, etc. The budgets for each outreach program range from \$60,000 to \$417,000; and that is dependent on the level of need by the clients.

HALA utilizes the Homeless Management Information System to track households served, services provided, and to measure outcomes. As mentioned earlier all staff from Executive Staff to Program Staff are training in utilizing this program. Program staff enter case notes and client information while Executive Staff access to pull reports that are provided to potential funders.

The Homeless Management Information System is a great tool to utilize for quality control. Our Program Director on Friday's enters the system to check for any irregularities and missing information. Any items found to be out of norm are sent to the respective Case Manager to follow up and correct. Thus, we conduct internal audits of client files, so that when an audit is conducted by our government partners to have little to no errors, findings, or concerns. Since implementing government funded programs in 2017 zero findings have been found.

Thank you once again for the opportunity to respond to your RFP. If more information is sought after please do not hesitate to reach out.

Attachments enclosed:

- Form W9***
- Program Budget***
- Organizational Chart***
- Staffing Plan***
- Budget Narrative***
- Implementation Timeline/Start Up Plan***

**AGENCY: Home Again Los Angeles**  
**PROJECT: Comprehensive Homeless Services**

**PERIOD** 12 month period

<b>I. SERVICES</b>				
<b>CASE MANAGEMENT SERVICES</b>				
<b>*OPERATIONS-PERSONNEL</b>		<b>Actual Annual</b>	<b>Actual Annual</b>	<b>Amount Requested</b>
<b>Position/Title (% to this project):</b>		<b>Salary</b>	<b>Benefits</b>	
1) Case Manager (One Part Time Employee)		\$54,080	\$9,126	\$ 24,750.00
<b>TOTAL FOR CASE MANAGEMENT SERVICES</b>		<b>\$54,080</b>	<b>\$9,126</b>	<b>\$ 24,750.00</b>
<b>EMERGENCY &amp; INTERIM HOUSING OPTIONS</b>				
<b>DIRECT CLIENT SUPPORT</b>				
Motel Vouchers (\$150/Night X 29 Days Maximum X 7 Unhoused Families)				\$ 30,450.00
<b>TOTAL COST</b>				<b>\$ 30,450.00</b>
<b>SECURITY DEPOSIT AND EVICTION PREVENTION SERVICES</b>				
<b>DIRECT CLIENT SUPPORT</b>				
Security Deposits (\$3,000 X 10 Families)				\$ 30,000.00
Eviiction Prevention Support (\$2000/month X 3 Months X 12 Families)				\$ 72,000.00
<b>TOTAL PERSONNEL COST</b>				<b>\$ 102,000.00</b>
<b>Administrative</b>				
				\$ -
				<b>Total Annual Costs</b>
<b>Grand Total</b>				<b>\$ 157,200.00</b>



**2024**  
**CONTRACT SERVICES AGREEMENT**  
**NORTH VALLEY CARING SERVICES**  
**Comprehensive Homeless Services**

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this 7<sup>th</sup> day of October, 2024 (the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and NORTH VALLEY CARING SERVICES, a non-profit public benefit corporation organized under the laws of the State of California (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

**RECITALS**

**WHEREAS**, CITY is a municipal corporation organized under the general laws of the State of California, with power to contract for services necessary to achieve its purpose; and

**WHEREAS**, CITY requires comprehensive homeless services and seeks to provide street outreach and engagement for individuals experiencing homelessness.

**WHEREAS**, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

**WHEREAS**, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of October 7, 2024, under Agenda Item No. \_.

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

**SECTION 1. SCOPE OF SERVICES.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described under the heading "Scope of Service" found in that certain Request for Proposals of CITY entitled Request for Proposals – Comprehensive Homeless Services issued June 6, 2024 (hereinafter, "CITY RFP") and the written proposal of CONTRACTOR entitled "North Valley Caring Services (NVCS) Proposal to the City of San Fernando Community Development Department for Comprehensive Homeless Services" dated August 16, 2024 (hereinafter, the "CONTRACTOR Proposal") The CITY RFP and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR Proposal, the provisions 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.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY. No CITY vehicles shall be used in the performance of the Services, provided, however, that CITY may provide a vehicle to CONTRACTOR in accordance with applicable laws and regulations and policies and procedures regarding disposal of surplus City-owned personal property.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Services to be performed under this Agreement; and (ii) has carefully considered how the Services should be performed. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Services are to be performed and will be fully acquainted with its conditions, prior to commencing the Services. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

## **SECTION 2. TERM.**

- A. This Agreement shall have a term of one (1) year commencing from the date the Agreement is signed by all of the Parties, to wit, the Effective Date which shall be the first date to appear in this Agreement above.
- B. 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.

**SECTION 3. PERFORMANCE OF SERVICES.**

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR shall perform any of the Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.
- D. CONTRACTOR shall perform the Services continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Services of CITY, its employees or other consultants, contractors or agents.
- E. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- F. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- G. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.



- H. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**SECTION 4. COMPENSATION.**

- A. CONTRACTOR shall be compensated for its performance of the Services in accordance with the schedule of costs entitled "Comprehensive Homeless Services – 1 Program Year Expenses" (the "Compensation Schedule"). The forgoing notwithstanding, CONTRACTOR's total compensation during any single Contract Year over the Term of this Agreement may not exceed the aggregate sum of ONE HUNDRED AND SEVENTY-FIVE THOUSAND (\$175,000) (the "Annual Not-to-Exceed Sum") is attached and incorporated hereto as Exhibit "C". For purposes of this Agreement, the term "Contract Year" means a one-year period of commencing from the Effective date. CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

**SECTION 5. STANDARD OF CARE.**

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Work;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR'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;
- E. CONTRACTOR 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 CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;

- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's 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 shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR 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. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

#### **SECTION 6. REPRESENTATIVES.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Erika Ramirez, Director of Community Development (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, Manuel Flores, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make

all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**SECTION 7. CONTRACTOR'S PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All Services, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Services contemplated under this Agreement.

**SECTION 8. SUBSTITUTION OF KEY PERSONNEL.** CONTRACTOR 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, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR 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 CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: Manuel Flores

**SECTION 9. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.**

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Services shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but not necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Services, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements, if any, for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the applicable provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with applicable provisions of California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required where applicable by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 where applicable and shall keep accurate payroll records containing all such information as may be called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other applicable requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the applicable provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Services of this Agreement. The Notice to Proceed with the Services under this Agreement will not be issued, and CONTRACTOR shall not commence the Services, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Services under this Agreement. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Agreement certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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." A subcontractor is not allowed to commence the Services on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Representative for the CITY's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, as applicable, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**SECTION 10. PROHIBITED INTERESTS.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no

member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SECTION 11. INDEPENDENT CONTRACTOR.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.



**SECTION 12. CONFLICTS OF INTEREST.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this Agreement. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

**SECTION 13. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, or age (over 40). CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 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 Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement where applicable. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

**SECTION. 14. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent

active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR 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. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

#### **SECTION 15. INSURANCE.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. 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 CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- N. 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.

**SECTION 16. RECORDS AND INSPECTION.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

**SECTION 17. TERMINATION.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

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

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "A"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.



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

**SECTION 18. FORCE MAJEURE.** The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR’S sole remedy being extension of the Agreement pursuant to this Section.

**SECTION 19. NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR’s and CITY’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of San Fernando  
 Attn: Director of Community Development  
 117 Macneil Street  
 San Fernando, CA 91340  
 Phone: (818) 898-1217

**If to CONTRACTOR:**

North Valley Caring Services  
 Attn: Manuel Flores, Executive Flores  
 15453 Rayen St.  
 North Hills, CA. 91343  
 Phone: (818) 891-0481  
 Email: [mflores@nvcsinc.org](mailto:mflores@nvcsinc.org)

**SECTION 20. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY’s prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

**SECTION 21. ATTORNEY FEES.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney’s fees.

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**SECTION 22. ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**SECTION 23. GOVERNING LAW; JURISDICTION.** 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, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

**SECTION 24. SEVERABILITY.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**SECTION 25. CAPTIONS.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**SECTION 26. EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

*Signature page to follow*

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

**CITY OF SAN FERNANDO**

**NORTH VALLEY CARING SERVICES**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_



**COVER SHEET**

**North Valley Caring Services (NVCS) Proposal to the City of San Fernando Community Development Department for Comprehensive Homeless Services**

This proposal is in response to the RFP issued by The City of San Fernando Community Development Department to be considered as a provider/consultant to deliver Comprehensive Homeless Services as outlined in the Program and Model of Service Delivery.

**Organization Contact:** Manuel Flores, Executive Director  
**Address:** 15453 Rayen Street, North Hills CA 91343  
**Email:** [mflores@nvcsinc.org](mailto:mflores@nvcsinc.org)  
**Phone:** 818-891-0481

NVCS is eager to strengthen our partnership with The City of San Fernando in enhancing outreach efforts and support systems for unsheltered individuals and families within the community.

## **PROGRAM AND MODEL OF SERVICE DELIVERY**

### **STREET OUTREACH AND ENGAGEMENT**

NVCS proposes a transformative outreach program and engagement team dedicated to identifying, assessing, and empowering unsheltered individuals and families in The City of San Fernando.

#### **Coordinated and Persistent Outreach:**

NVCS' Homeless Outreach and Engagement Team will deploy coordinated street outreach, in-reach efforts, and engagement strategies to directly reach people experiencing homelessness in San Fernando. Our goal is to connect them with vital services, shelter, permanent housing, and comprehensive support.

#### **Building Supportive Relationships:**

The primary objective of NVCS' Homeless Outreach and Engagement Team is to establish trust and build supportive relationships with unhoused individuals. By doing so, we aim to facilitate pathways to temporary and permanent housing, significantly increasing acceptance rates among the homeless community.

#### **Five Days a Week Engagement:**

Operating five days a week, our team will engage directly with the unhoused population in streets, underpasses, and parks across San Fernando. We offer safe indoor shelter options at NVCS' partner housing intervention sites, strategically located near San Fernando.

#### **Structured Outreach Team:**

NVCS' Homeless Outreach and Engagement Team will operate daily(Monday-Friday), responding promptly to city referrals, community calls, and crisis situations that are reported Monday-Friday within 24-48 hours, or 72 hrs if reported on the weekend. Locations and priorities will be determined collaboratively with city staff and community input.

#### **Comprehensive Outreach Services:**

Our team will conduct daily visits to encampments, providing essential supplies like food, hygiene items, and conducting wellness checks. We are committed to proactive outreach efforts to engage those not currently accessing support services, leveraging partnerships with organizations such as L.A. Family Housing, Hope the Mission, and others.

#### **Transportation Assistance:**

Recognizing the challenge of accessing services without transportation, NVCS' Team will provide transportation assistance to connect unhoused individuals with shelters, medical appointments, and other necessary support services. This includes coordinating with local transportation providers, utilizing NVCS vehicles when feasible, or securing transportation vouchers.

**Building Trust and Collaboration:**

Recognizing the importance of trust-building, NVCS' approach involves regular, sustained contact with individuals in encampments. This method allows our team to foster close relationships, crucial for effectively transitioning people indoors and towards permanent housing solutions.

**Strategic Advantage and Continuity:**

NVCS' extensive experience in San Fernando includes in-depth needs assessments and ongoing location analyses, ensuring targeted service delivery without a ramp-up period. Our current initiatives, like our co-location at San Fernando City Hall, demonstrate proactive service delivery and immediate response capabilities.

**Holistic Support and Service Integration:**

Each outreach visit begins with needs assessments and eligibility evaluations, addressing immediate physical needs and identifying community leaders. We collaborate closely with city staff to support the opening of new shelter sites and provide comprehensive information and referrals to emergency shelters, transitional housing, and permanent supportive housing programs.

**Preserving Trust and Community Collaboration:**

To maintain trust within encampments, NVCS' Team operates independently of city crews and law enforcement during routine operations. This approach ensures a supportive environment conducive to ongoing engagement and service acceptance among the homeless community.

**Commitment to Long-Term Solutions:**

Despite increased funding, the demand for interim and permanent housing remains critical due to entry barriers and limited local options. NVCS, deeply rooted in the community, fosters genuine partnerships to creatively address homelessness and facilitate sustainable solutions.

**Expertise and Dedicated Personnel:**

Our team comprises highly skilled Outreach Coordinators, a dedicated Food and Donation Coordinator, and a culinary-trained chef overseeing meal preparations for outreach efforts. Staff members are to ensure comprehensive field support and seamless service delivery.

**Operational Excellence and Community Engagement:**

NVCS staff are equipped with necessary safety gear, specialized training, and logistical support to maintain operational excellence. We ensure comprehensive database management, documenting outreach efforts and client interactions for improved service coordination and accountability.

NVCS is committed to leveraging our community partnerships, operational expertise, and compassionate outreach approach to address homelessness effectively in San Fernando. Together with city stakeholders and community support, we aim to achieve lasting impacts and meaningful change.

## Implementation Plan

### 1. Operations

- **Deploy Outreach Team:** Begin daily operations of the Homeless Outreach and Engagement Team, operating 8 hours per day, 5 days a week.
- **Initiate Street Outreach:** Start street-level engagement in identified hotspots and encampments within San Fernando. Establish regular contact and build rapport with unhoused individuals.
- **Transportation Coordination:** Activate transportation assistance services, coordinating with local providers or utilizing NVCS vehicles to facilitate access to shelters, medical appointments, and other support services.
- **Database Setup:** Implement a centralized database for tracking client interactions, service needs, and outcomes to ensure efficient service coordination and reporting.
- **Community Engagement:** Host community outreach events to raise awareness about NVCS services, gather feedback, and enhance community collaboration.

### 3. Growth and Expansion

- **Scale Operations:** Expand outreach efforts as necessary to cover additional geographic areas within San Fernando based on needs assessment and community feedback.
- **Enhance Service Offerings:** Connect with specialized services such as mental health counseling, addiction treatment referrals, and employment assistance based on identified client needs.
- **Evaluate Effectiveness:** Conduct regular evaluations of outreach strategies and service outcomes. Gather feedback from clients, community stakeholders, and partner organizations for continuous improvement.
- **Build Sustainability:** Develop sustainability strategies including fundraising campaigns, grant applications, and partnerships to secure long-term funding and support.

### 4. Ongoing Operations and Sustainability

- **Refinement of Services:** Continuously refine outreach and service delivery models based on ongoing assessments and community input.
- **Expand Partnerships:** Forge new partnerships with businesses, educational institutions, and healthcare providers to enhance support services for homeless individuals.
- **Advocacy and Policy Engagement:** Engage in advocacy efforts to influence local policies and funding allocations that support homeless initiatives and affordable housing solutions.
- **Public Relations and Awareness:** Maintain active public relations campaigns to promote NVCS' mission, achievements, and impact within the community.



- **Long-Term Planning:** Develop long-term strategic plans for sustainable growth, program expansion, and community integration.

## 5. Monitoring and Evaluation

- **Performance Metrics:** Monitor key performance indicators (KPIs) such as number of clients served, shelter placements, successful outcomes, and client satisfaction.
- **Feedback Mechanisms:** Establish feedback loops with clients, staff, and community stakeholders to assess service quality and effectiveness.
- **Reporting:** Prepare regular reports and updates for NVCS Board of Directors, city officials, and funding agencies to demonstrate program impact and accountability.

This plan outlines a structured approach for NVCS to sustain its homeless outreach and engagement services in San Fernando, ensuring comprehensive support and impactful outcomes for the unhoused population.

### Alignment with Housing First Approach:

NVCS' implementation and startup plan demonstrates a strong commitment to the Housing First approach by prioritizing housing stability, individual choice, comprehensive support services, community collaboration, and continuous improvement in addressing homelessness in San Fernando.

1. **Immediate Access to Housing:** NVCS will focus on quickly connecting homeless individuals with safe and stable housing/shelter options through partnerships with housing intervention sites and shelters. The plan emphasizes transportation assistance to facilitate access to these housing resources, ensuring that individuals can transition indoors promptly.
2. **Client-Centered Approach:** The plan emphasizes building trust and establishing supportive relationships with unhoused individuals through consistent outreach and engagement efforts. By offering services directly in the community and respecting individual autonomy, NVCS aims to empower clients to make their own decisions regarding housing and support services.
3. **Wraparound Support Services:** In addition to housing, NVCS will provide comprehensive wraparound services such as food, hygiene supplies, medical/healthcare referrals, mental health support, and employment assistance. This holistic approach addresses the multiple and complex needs of homeless individuals, helping them stabilize and thrive in their housing.
4. **Flexible Support:** The plan includes flexibility in service delivery to accommodate diverse client needs and preferences. This includes proactive outreach to engage individuals who may not seek out services on their own, and adapting services based on ongoing assessments and client feedback.
5. **Community Integration:** NVCS will actively engage with the community and collaborate with local stakeholders, including city staff, partner organizations, and community

members. This collaborative approach fosters community support for housing solutions and enhances the integration of homeless individuals into the broader community.

6. **Continuous Improvement and Sustainability:** The plan includes mechanisms for ongoing monitoring, evaluation, and refinement of services based on performance metrics and client outcomes. This ensures that NVCS can continuously improve service delivery, demonstrate program effectiveness, and secure long-term sustainability through partnerships and funding strategies.

**NVCS's Street Outreach and Engagement program is designed to empower each client in developing and implementing their own housing plan while providing the necessary support to facilitate a swift return to housing:**

1. **Individualized Housing Plans:**

- **Assessment and Goal Setting:** Upon initial contact, NVCS conducts comprehensive assessments to understand each client's unique needs, barriers, and preferences regarding housing. This includes identifying any medical, mental health, or substance use issues that may impact their housing stability.
- **Collaborative Planning:** NVCS works closely with each client to develop an individualized housing plan that aligns with their goals and capabilities. This plan may include short-term and long-term objectives, such as securing emergency shelter, transitioning to transitional housing, and ultimately moving into permanent supportive housing.
- **Client-Centered Approach:** The housing/shelter plan is driven by the client's preferences and choices, ensuring that they are actively involved in decision-making processes. NVCS emphasizes autonomy and empowerment, respecting each client's journey towards stability.

2. **Supportive Services:**

- **Wraparound Support:** NVCS provides comprehensive wraparound services that complement the housing plan. This includes access to basic necessities such as food, clothing, and hygiene supplies, as well as medical and mental health care referrals, substance use treatment, job training, and educational opportunities.
- **Case Management:** Each client is assigned a primary Outreach Team member/case manager who serves as a dedicated advocate and guide throughout their housing journey. The case manager collaborates with the client to address barriers, navigate resources, and monitor progress towards housing goals.

## **STAFFING PLAN**

The Street Outreach and Engagement Team will comprise of a combination of the following team members to ensure consistency when delivering the contract:

*\*\*For additional information please refer to the FTE Budget Worksheet*

- **Outreach Lead**

- Highly skilled and motivated individual who understands the community and quickly responds to street-level encampments.

- Responsibilities include; all reporting requirements, overseeing the implementation of the Street Outreach and Engagement Scope of Work, supervision of Team members, compliance of tracking and reporting performance outcomes, creating and implementing policies and procedures, assisting with training and professional development.
- **Outreach Coordinator**
  - These positions will be filled by qualified professionals who understand the complex mission of providing homeless services to a highly vulnerable and unstable population.
  - Responsibilities include; Street outreach and engagement. In addition to the outreach tasks, the staff in the program will focus on database management and collect information from the team into a centralized database.
- **Outreach Coordinator**
  - Responsibilities include; Street outreach and engagement. In addition to the outreach tasks, the staff in the program will focus on database management and collect information from the team into a centralized database.
- **Community Liaison**
  - Identify needs with the Team and source/secure basic need items, hygiene kits, and food for the Outreach. Provide community relations support and build relationships with partners and resources. Secure mobile wellness, mental health, medical and other support services.
  - NVCS also has a Medical/Health Outreach Specialist that will work with the team and clients in the field to connect them to health related services.
- **Culinary-Trained Chef/Support**
  - NVCS' culinary-trained chef manages volunteers that assist in our on-site kitchen to prepare, cook and package hot, home-cooked meals that are delivered by the Outreach Team. Hot meals are packed into meal containers that will need to be purchased and replenished weekly. Containers are packed into two Extra large Insulated Food Delivery Bags.
- **Warehouse Driver**
  - NVCS' Warehouse Team provides daily support to Street Outreach and Engagement by facilitating food donation pick-up, in-kind donation transportation (hygiene kits, clothing, shoes, other supplies) and inventory control.

#### **Schedule of Services:**

- Monday-Thursday 8AM-5:30PM
- Friday 5AM-2PM

#### **INITIAL AND ONGOING TRAINING PLAN**

##### **Orientation and Introduction (1 week):**

- **Introduction to Homelessness Issues:** Educate staff on the complexities of homelessness, including causes, demographics, barriers to housing, and trauma-informed care principles.

- **Program Specifics:** Detail the program's objectives, service delivery model, roles and responsibilities, and key performance indicators.
- **Safety Protocols:** Training on personal safety, crisis intervention techniques, conflict resolution, de-escalation strategies, and emergency procedures.

**Technical Skills (2 weeks):**

- **Street Outreach Techniques:** Teach effective street outreach methods, including engagement strategies, active listening, and building trust with individuals experiencing homelessness.
- **Resource Navigation:** Familiarize staff with available community resources, such as shelters, food banks, healthcare services, and substance abuse treatment programs.
- **Documentation and Reporting:** Train staff on accurate and timely documentation practices, data entry into NVCS's database, and reporting requirements to ensure compliance with funding and regulatory standards.

**Role-Specific Training (2 weeks):**

- **Case Management:** Provide training on developing individualized service plans, conducting assessments, goal setting, and monitoring client progress.
- **Health and Safety:** Provide training on identifying signs of health issues common among homeless populations and procedures for connecting clients with medical and mental health services.

**Shadowing and Mentoring (Ongoing):**

- Pair new staff with experienced team members for on-the-job shadowing and mentoring to reinforce training and provide practical guidance in real-world scenarios.

**Monthly Workshops and Seminars:**

- **Skill Enhancement:** We will provide workshops on advanced outreach techniques, cultural competence, motivational interviewing, trauma-informed care, and crisis intervention updates.
- **Legal and Ethical Issues:** Provide training on confidentiality, client rights, boundaries, and compliance with legal requirements.

**Continuing Education:**

- Encourage staff to attend relevant conferences, webinars, and training sessions offered by external organizations to stay current with best practices and emerging trends in homeless services.

**Supervision and Performance Reviews:**

- Conduct regular supervision meetings to review caseloads, discuss challenges, provide feedback on performance, and identify training needs based on staff evaluations.

### **Feedback and Adaptation:**

- Solicit feedback from staff regarding training effectiveness, relevance, and areas for improvement. Use this feedback to continuously refine and update the training curriculum.

By implementing a comprehensive initial training plan and fostering ongoing professional development opportunities, NVCS ensures that its outreach team staff are equipped with the knowledge, skills, and resources needed to effectively support individuals experiencing homelessness and contribute to the organization's mission of ending homelessness in San Fernando.

*"At NVCS, our outreach and engagement services stand out through our unwavering commitment to building trust and establishing genuine connections with individuals experiencing homelessness in San Fernando. We do whatever it takes. For as long as it takes. We prioritize a client-centered approach that empowers individuals to create and implement their own pathways to housing stability. Our dedicated team of outreach specialists undergoes training in trauma-informed care, cultural competence, and crisis intervention, ensuring they are well-prepared to navigate the complexities of homelessness with empathy and skill. By leveraging extensive community partnerships and a deep understanding of local needs, NVCS not only delivers immediate support such as food, clothing, and healthcare referrals but also offers comprehensive wraparound services aimed at sustainable housing solutions. We are dedicated to fostering dignity, respect, and hope among those we serve, striving each day to make meaningful and lasting impacts in the lives of our community's most vulnerable members.*

*We bring a unique benefit to every individual our Street Outreach Team connects with – a community! We are deeply rooted in the community, working tirelessly for its well-being. Once you connect with us, you gain immediate access to a wide array of critical programs and services that address multiple facets of daily life.*

*Our holistic approach ensures that your needs are met comprehensively. From free breakfast to hot showers, we provide essential resources to support basic hygiene and nutrition. Our clothing and shoe services ensure that individuals have the attire they need for different weather conditions and personal comfort. We also offer specialized foot care, understanding the importance of mobility and health in everyday life.*

*But our support doesn't stop there. We recognize the importance of family and community support, which is why we offer childcare services, allowing parents to take advantage of our programs while knowing their children are in a safe and nurturing environment.*

*NVCS's holistic approach creates a network of care and support that not only meets immediate needs but also fosters long-term stability and community integration. We are more than a*

*service provider; we are a lifeline, a source of hope, and a catalyst for positive change in the lives of those we serve”.*

### **Budget Narrative**

**Budget Detail:** NVCS brings a unique benefit to every individual our Street Outreach Team connects with – a community! We are deeply rooted in the community, working tirelessly for its well-being. Once a client is connected with us, they gain immediate access to a wide array of critical programs and services that address multiple facets of daily life.

Our holistic approach ensures that their needs are met comprehensively, including; free hot, home-cooked breakfast, hot showers, essential resources to support basic hygiene and nutrition, clothing and shoe services ensuring that individuals have the attire they need for different weather conditions and personal comfort, specialized foot care, understanding the importance of mobility and health in everyday life.

But our support doesn't stop there. We recognize the importance of family and community support, which is why we offer Afterschool and youth services, allowing parents to take advantage of our programs while knowing their children are in a safe and nurturing environment.

NVCS's holistic approach creates a network of care and support that not only meets immediate needs but also fosters long-term stability and community integration. We are more than a service provider; we are a lifeline, a source of hope, and a catalyst for positive change in the lives of those we serve.

### **Explanation of expenses**

The NVCS Outreach team attempts to break down any barriers that may delay or stop clients from not getting services. Through our experiences we have found needing financial assistance funds being available to use for those cases.

**Motel Stays (approx 1-3 days)** - When the shelters are full and providers are either not accepting clients or need time for intakes and referrals to process, NVCS can use these funds to place clients in motels temporarily until the service provider is able to take them in. There have been emergency situations with connecting with individuals later in the day when most service providers are closed, or when the weather has been brutal and can cause emergency health conditions.

**Medical Assistance** - Funds can be used for treatment centers, medication, handicap equipment, first aid supplies and more.

**Documents Fees** - Funds can be used to purchase and expedite documents needed for placement ( birth certificate, ID, social security card) application fees, rental fees and more.

**Other:** The funds would be able to purchase any items that would alleviate any barriers such as cell phones, board and stay for animals, pet food, storage.

## **AGENCY QUALIFICATIONS**

### **North Valley Caring Services (NVCS)**

From its founding in 1978 as a soup kitchen, NVCS has grown to become the largest *single-site food distribution center* in the San Fernando Valley while still upholding our grassroots approach. We are a BIPOC led, community-based nonprofit, that listens to the needs of the community and works in and with the community to serve those most in need. Last year, our programs served more than 300,000 individuals in the Northeast San Fernando Valley area who are homeless, low-income, or experiencing food insecurity. The integrity of our identity as a local community-based nonprofit is important to us. At NVCS, we treat every person, no matter their background or circumstances, with dignity, respect, and compassion. We do not turn away anyone who comes to us asking for help. ***We care!***

NVCS applies an equity lens to every part of what we do. Equity is not only embedded into our programming, but also is intentionally applied to the structure, culture, and operational practices of the organization, and includes all stakeholder groups - program staff, clients, volunteers, community members, administrators, board, and funders.

### **Our staff team consists of: 27 FTE/4 PTE**

NVCS is honored to have been recognized by U.S. Senator Tony Cardenas in November 2020 with a Certificate of Congressional Recognition and awarded the "California Non-Profit of the Year" in 2020 by Assemblymember Adrin Nazarian (46th Assembly District).

The San Fernando Valley community is historically underserved, yet experiences some of the greatest risk factors and highest needs. Our community-based interventions have proven results and measurable impact;

- 400% increase in our weekly food distribution since 2020 (400 people per week at the beginning of 2020 to over 3,200 per week in 2023)
- Last year, over 167 people living in homeless encampments within our local communities have been placed in some form of housing
- 72% of students attending NVCS After School Program increased their grades (according to report cards)
- 0% of students participating in NVCS children and youth enrichment programs dropped out of school, were suspended or expelled, joined gangs or were arrested

### **NVCS - Community Center - What We Do**

**Weekly Food Distribution:** Largest single-site food distribution center in the San Fernando Valley serving over 3,200 people weekly through our drive-thru food pantry and partner distribution groups.



**Meal Outreach:** 5,000/month hot meals prepared by our chef and volunteers utilizing rescued food. Free meals are served at our breakfast program and delivered by our Homeless Outreach Team to encampments and families experiencing homelessness living in local motels.

**Homeless Outreach:** Building relationships with the unhoused - delivering meals, personal care kits, medical supplies, connecting them with services and shelter. **In 2023, there were 127 individuals moved off the streets into shelter through our partnership with Council District 6.**

**Safe Parking:** At our three Safe Parking lots we provide safe overnight parking for people living in their cars, many fleeing domestic violence. Case management, showers, hot breakfast, family reunification and wraparound services are a focal point of every clients journey transitioning to shelter. **In 2023, over 540 seniors, students, families, veterans and individuals living out their cars received services through our Safe Parking program.** More than 68% transitioned to some form of shelter/housing.

**Free Breakfast and Shower Program:** Available 3-5 days a week for our unhoused community at our community center in North Hills. More than 50 participants a day rely on a hot, free shower and home-cooked breakfast to start their day. A clean set of clothes, underwear, socks and hygiene products are provided at no-cost to individuals.

**“Colectivo” Social Enterprise:** Vibrant cooperative empowering Latina entrepreneurs from our neighborhood to gain marketable skills and launch businesses fuelling economic independence and increased earning potential.

**Free afterschool and out-of-school academic and recreational programming.** Serving 5-18 year olds with Afterschool and out-of-school academic and recreational programming at no-cost to families, NVCS' enrichment program provides children with a safe space to grow their confidence and sense of self-worth while supporting them to stay in school and improve their grades. All of the children we serve live in poverty within a gang injunction area and are critically under-resourced in educational, extracurricular, and safe-play opportunities. Many are from families experiencing homelessness. NVCS provides educational support, enrichment activities, 1:1 tutoring, exposure to the arts, and safe outdoor play, as well as nutritious food during the day to ensure the children are not hungry. Over 433 youth served last year. 72% increase in grades. 34% of youth participants are currently experiencing homelessness living in local motels with their families. Our youth programs have a social-emotional component that is integrated into everyday activities as well as 1:1 and group sessions. We address the trauma of food and housing insecurity through our relationships and interactions.

Through our holistic approach, we work with the entire “family” unit providing programs, services and referrals. Families are an integral part of NVCS and seeing them prosper is key for us! Families are invited to celebrations, free community events, youth showcases and field trips.

**Best Buy Teen Tech Center at NVCS:** After undergoing an extensive re-model, we opened the doors to youth (12-18 years old) last December! Equipped with a state-of-the-art recording studio, engineering booth, film, video and photography studios, fashion merchandising studio, makerspace, virtual reality, gaming, animation and entrepreneurial mentorships teens are empowered and gain marketable skills, resources, and opportunities they need to succeed in a rapidly changing digital world and to become creators and innovators in their communities. The center has a social-emotional component along with a focus on career pathways into the creative industries. Through our funder and industry partnerships we provide youth with paid internship opportunities and career exploration. The center serves as a hub for community engagement, bringing together teenagers, parents, educators, and local organizations.

### **Geographic Areas Served**

North Valley Caring Services Administration and main facility is located at 15453 Rayen Street, North Hills CA 91343. We have a satellite office that currently serves our Homeless Outreach Team for Council District 6 that is located at 14225 Roscoe Boulevard, Panorama City CA 91402.

Although our Food Security Program served individuals and families from 107 Zip codes last year, our primary target populations are families, seniors and other individuals from the Northeast San Fernando Valley area who are experiencing food insecurity. Our immediate community, known as the Langdon/Orion neighborhood is one of the poorest communities in Los Angeles County, characterized by gang activity, immigration raids, poverty and homelessness.

### **EXPERIENCE ADMINISTERING CONTRACTS FOR FUNDING**

- **CD6 Homeless Outreach Contract \$1,500,000 funds from "LAPD funds for investments for disadvantaged communities in council districts" 7/2021-6/2024**
  - **Reference:** Odalys Gomez, *Field Deputy-North Hills East & Panorama City*, Office of Councilmember Imelda Padilla, City of Los Angeles Council District 6 [odalys.gomez@lacity.org](mailto:odalys.gomez@lacity.org)/818-771-0236
- **San Fernando City Outreach Contract \$175,000 4/2023-9/2024**
- **Safe Parking Wilbur Program Funded by the City Roadmap County Service Commitment funds 7/1/2023-6/30/2024 \$219,600**
  - Scope of work: Provide a safe, low-barrier, Housing First, and supportive overnight environment for persons experiencing vehicular homelessness to temporarily park and reside in their vehicles, while they are assessed and connected to a broad range of housing resources and in an effort to resolve their homelessness situation as quickly as possible. Resource referral and case management are primary interventions that are available to all participants.
- **Safe Parking Jordan funded by CoC HHAP-4 7/1/2023-6/30/2024**
  - Scope of work: Provide a safe, low-barrier, Housing First, and supportive overnight environment for persons experiencing vehicular homelessness to temporarily park and reside in their vehicles, while they are assessed and

connected to a broad range of housing resources and in an effort to resolve their homelessness situation as quickly as possible. Resource referral and case management are primary interventions that are available to all participants

- **Safe Parking North Hills funded by CoC HHAP-4 from 7/1/23-6/30/24**
  - Scope of work: Provide a safe, low-barrier, Housing First, and supportive overnight environment for persons experiencing vehicular homelessness to temporarily park and reside in their vehicles, while they are assessed and connected to a broad range of housing resources and in an effort to resolve their homelessness situation as quickly as possible. Resource referral and case management are primary interventions that are available to all participants.
- **Family Navigation Contract funded by City HHAP-4 for \$598,886 from 7/1/22-6/30/2024**
  - **Reference:** Joseph Martinez, Area Representative, Office of Councilmember Monica Rodriguez, City of Los Angeles Council District 7  
joseph.m.martinez@lacity.org/818- 485-0600
  - Scope of work: A multi-service program aimed at providing services to families and youth experiencing homelessness by providing meals, accessing hygiene services, and connecting them to homeless services/system. All services incorporate a low barrier and trauma-informed care approach that welcomes all people experiencing homelessness
- **Best Buy Teen Tech Center funded by LACOE/ARP for \$390,000 6/1/23-6/30/25**
  - **Reference:** Alexandra Halpern, Greater LA Education Foundation (Administrator of Federal/ARP funds) AHalpern@greaterlaedfund.org/843-991-2405
  - Scope of work: Provide innovative education and career development opportunities in entrepreneurship and the creative economy to create a direct workforce pipeline from LA's underinvested communities to its entertainment industry. Provide students with access to skill-building in fields such as filmmaking, digital media and audio engineering. ARP funds cover costs related to construction, the purchase of technology and furniture, programming and two full-time staff members for the space.

## **DATA, PERFORMANCE MEASURES AND QUALITY IMPROVEMENT**

### **Current Homeless Outreach Program Metrics-City of Los Angeles Council District 6:**

NVCS established a Street Outreach Team in collaboration with CD6 in 2021 with a budget of \$1.5M for 3 years.

#### **Outcomes for the time period 07/01/2023-06/30/2024**

- Total of 7,822 hot home-cooked meals prepared and delivered to local encampments within CD6
- 127 clients were placed in interim housing
- Connected with 318 unsheltered individuals (unduplicated)
- Provided 994 referrals for support services
- Served 372 encampments,

- Conducted 120 VI-SPDATS assessments
- Successfully referred 10 families to partner shelter organizations (Example; LAFH and LA Rescue Mission)

To ensure efficient coverage, our Outreach Team has strategically split their efforts throughout the week, focusing on targeted geographic areas with the highest demand:

- Monday-Panorama City/Arleta
- Tuesday-Van Nuys
- Wednesday-Lake Balboa/North Hills
- Thursday-Sun Valley/North Hollywood

### **Current Homeless Outreach Program Metrics - San Fernando (Contract began in August 2023):**

- Total number of clients served: 79 (unduplicated)
- 25 individuals/clients have been placed into shelter and/or some other type of temporary housing
- Total of 782 hot home-cooked meals prepared and delivered to local encampments within the City of San Fernando
- Identified outreach worker co-located at San Fernando City Hall on Tuesdays, Thursdays, and some Fridays to provide direct services to individuals seeking services directly and over the phone
- Rotating staff that provides outreach services to the City of San Fernando in the form of walking the San Fernando mall everyday, starting their shift early on Fridays at 5am to identify and service individuals experiencing homelessness in San Fernando, and responding timely to city requests

For timely data reporting, we are required to submit bi-weekly updates/reporting directly to the City of San Fernando, to their "Progress Report Guide," which borrows extensive reporting guidelines from outside sources, including quantitative and qualitative data outcomes. We also submit monthly reporting directly to North Valley Caring Services for totals on services rendered by the San Fernando Outreach Team. Additionally, we use HMIS reporting to further identify and report on specific services and referrals provided.

### **NVCS's Experience with Data Entry and Management**

#### **1. Comprehensive Data Management Practices:**

NVCS has developed and refined a set of comprehensive procedures for ensuring complete and timely data entry into our data management systems. These procedures are designed to maintain high data quality and support effective program management. Key practices include:

- **Standardized Data Collection Forms:** We utilize standardized forms for collecting client information, service interactions, and case updates. These forms are designed for accuracy and consistency across all outreach activities.
- **Dedicated Data Entry Volunteers:** NVCS has created a volunteer role dedicated to data entry. These volunteers are trained in best practices for data collection, entry, and management. This team (along with our Operations Manager) are responsible for the accurate and timely entry of data into our centralized management system.

- **Regular Data Audits:** Routine audits are conducted to verify data accuracy, completeness, and timeliness. These audits involve cross-referencing entered data with source documents and resolving any discrepancies.
- **Training and Accountability:** Staff members receive ongoing training on data entry protocols and are held accountable for their data management responsibilities through regular performance reviews and feedback sessions.

## B. Real-Time Data Entry and Monitoring:

- **Real-Time Updates:** Our outreach team uses mobile technology to enter data in real-time during client interactions, which minimizes delays and ensures that the data entered is current.
- **Dashboard and Reporting Tools:** We use data management systems with built-in dashboards and reporting tools to monitor data entry progress, track performance metrics, and generate reports for internal review and external reporting.

## How NVCS Uses Data to Inform Performance Measures and Outcomes

### 1. Identifying Agency Performance Measures:

#### A. Performance Metrics Development:

NVCS develops specific performance metrics based on data collected through our outreach and engagement activities. These metrics include:

- **Client Engagement Rates:** Measures the number of new contacts established and the frequency of follow-ups with clients.
- **Service Provision Rates:** Tracks the delivery of essential services such as food distribution, hygiene kit provision, and referrals to shelters and health services.
- **Housing Placement Rates:** Monitors the percentage of clients who transition from homelessness to temporary or permanent housing solutions.
- **Client Satisfaction Scores:** Assesses client satisfaction through feedback surveys, focusing on service quality, staff interactions, and overall experience.

#### B. Performance Reviews and Adjustments:

- **Data-Driven Performance Reviews:** Performance metrics are analyzed during quarterly and annual reviews to assess the effectiveness of outreach strategies and identify areas for improvement.
- **Strategic Adjustments:** Insights from data analysis lead to strategic adjustments in program design, service delivery methods, and resource allocation to better meet client needs and enhance program outcomes.

### 2. Identifying Areas of Need:

#### A. Data Analysis for Needs Assessment:

NVCS uses data to conduct needs assessments by:

- **Identifying Gaps:** Analyzing trends in service utilization to identify gaps in available services or areas with insufficient coverage.

- **Mapping Client Needs:** Using data to map the geographic distribution of homeless populations and identify regions with high demand for services.
- **Trend Analysis:** Reviewing data over time to identify emerging needs, such as increased demand for mental health services or changes in the demographic profile of the homeless population.

### **B. Community Feedback Integration:**

- **Feedback Mechanisms:** Incorporating feedback from clients, community partners, and advisory committees into data analysis to understand real-time needs and adjust services accordingly.

## **3. Measuring Outcomes and Impact:**

### **A. Outcome Measurement Framework:**

NVCS employs a structured framework for measuring the outcomes and impact of our services:

- **Success Stories:** Tracking individual success stories and documenting case studies of clients who have transitioned from homelessness to stable housing.
- **Outcome Metrics:** Measuring key outcomes such as the number of clients successfully housed, the duration of homelessness reduced, and improvements in client well-being.
- **Impact Evaluation:** Conducting impact evaluations to assess the broader effects of our outreach and engagement services on the community, including reductions in homelessness rates and improvements in public health and safety.

### **B. Reporting and Communication:**

- **Reporting to Stakeholders:** Regularly reporting performance data, outcomes, and impact to stakeholders, including funders, community partners, and the public, through detailed reports and presentations.
- **Data Transparency:** Maintaining transparency about data findings and program results, and using this transparency to build trust and demonstrate accountability.

## **Example of Data Usage in Action:**

### ***1. Example: Identifying a Need for Additional Mental Health Services***

- **Data Collection:** Data reveals a high number of clients with mental health issues who are not accessing existing mental health resources.
- **Analysis:** Analysis shows that clients are hesitant to seek help due to stigma or lack of accessible services.
- **Action:** NVCS partners with a local mental health provider to offer on-site counseling services during outreach efforts and conducts a campaign to reduce stigma associated with mental health care.
- **Outcome Tracking:** Success is measured through increased client engagement with mental health services and improved client well-being as reflected in follow-up surveys.

### ***2. Example: Evaluating Housing Placement Success***

- **Data Collection:** Data shows a high rate of successful housing placements but a lower rate of long-term housing retention.
- **Analysis:** Analysis identifies that clients are facing challenges with rent affordability and maintaining housing stability.
- **Action:** NVCS introduces additional financial literacy workshops and budget management support as part of the Safe Parking Case Management/housing plan.
- **Outcome Tracking:** The effectiveness of these new supports is measured through tracking housing retention rates and client feedback.

By maintaining rigorous data management practices and leveraging data for continuous improvement, NVCS ensures that its outreach and engagement services are both effective and responsive to the evolving needs of individuals experiencing homelessness.



<b>FY 24-25 NVCS Proposed Budget-SF Outreach</b>	
<b>Budget Category</b>	<b>Costs Allocation</b>
Supportive Services (Personnel)	\$ 114,512.20
Operations Personnel	\$ 14,988.60
Supportive Services (Financial Assistance)	\$ 5,000.00
Program Supplies	\$ 10,000.00
Operations (Non-Personnel)	\$ 15,250.00
Indirect Costs	\$ 15,249.20
Total	\$ 175,000.00

Budget Details		
(Budget Category)		
<b>Supportive Services (Personnel)</b>	<b>Costs</b>	<b>Justification</b>
Field Supervisor/Case Manager	\$ 29,744.00	
Outreach Case Manager	\$ 28,600.00	
Outreach Support 2	\$ 13,728.00	
Outreach Support	\$ 13,156.00	
Outreach Support	\$ 13,156.00	
Homeless Services Director	\$ 4,004.00	
Direct Support Supervisor	\$ 3,201.00	
Kitchen Manager	\$ 4,804.80	
Kitchen Support	\$ 4,118.40	
<b>Subtotal</b>	<b>\$ 114,512.20</b>	
<b>Operations Personnel</b>	<b>Costs</b>	<b>Justification</b>
Programs Director	\$ 3,520.00	
Facilities	\$ 1,630.20	
Volunteer Coordinator	\$ 2,860.00	
Warehouse/Driver	\$ 2,013.44	
Warehouse/Driver	\$ 2,104.96	
Supportive Services Coordinator	\$ 2,860.00	
<b>Subtotal</b>	<b>\$ 14,988.60</b>	
<b>Supportive Services (Financial Assistance)</b>	<b>Costs</b>	<b>Justification</b>
Document/Application Fees	\$ 1,500.00	
Rental Assistance	\$ 750.00	
Utilities Assistance	\$ 1,500.00	
Gas/Metro Cards	\$ 500.00	
Food Cards	\$ 750.00	
<b>Subtotal</b>	<b>\$ 5,000.00</b>	
<b>Program Supplies</b>	<b>Costs</b>	<b>Justification</b>
Equipment (Tech Devices)	\$ 2,500.00	
First Aid	\$ 1,000.00	
Safety, Training, Employee Retention	\$ 2,000.00	
Uniform	\$ 500.00	
Food and packaging	\$ 2,500.00	
Clothing	\$ 1,000.00	
Tents/blankets/tarps	\$ 500.00	
<b>Subtotal</b>	<b>\$ 10,000.00</b>	
<b>Operations (Non-Personnel)</b>	<b>Costs</b>	<b>Justification</b>
Rent	\$ 7,000.00	
Utilities	\$ 1,200.00	
Insurance	\$ 1,500.00	
Phone/Internet	\$ 750.00	
Software & Tech	\$ 1,100.00	
Maintenance	\$ 1,500.00	
Fuel	\$ 1,200.00	
Office Supplies	\$ 1,000.00	
<b>Subtotal</b>	<b>\$ 15,250.00</b>	
<b>Indirect Costs</b>	<b>Costs</b>	<b>Justification</b>
	\$ 15,249.20	
<b>Subtotal</b>	<b>\$ 15,249.20</b>	
<b>Grand Total</b>	<b>\$ 175,000.00</b>	

Staff Name	Staff Position Title	Annual Base Salary	Leveraged (Y/N)	FTE	Total Months	Monthly Rate	Total Salary Allocated	Taxes and Fringe Benefits for Contract Term		Total Salary and Benefits
								Payroll Taxes	Fringe Benefits	
Merida, Alondra	Field Supervisor/Case Manager	\$ 54,080.00	Y	0.50	12	\$ 4,506.67	\$ 27,040.00	\$ 2,298.40	\$ 405.60	\$ 29,744.00
Crocker, Cadence	Outreach Case Manager	\$ 52,000.00	Y	0.50	12	\$ 4,333.33	\$ 26,000.00	\$ 2,210.00	\$ 390.00	\$ 28,600.00
Caldras, Joseline	Outreach Support 2	\$ 49,920.00	Y	0.25	12	\$ 4,160.00	\$ 12,480.00	\$ 1,060.80	\$ 187.20	\$ 13,728.00
Lopez, Stephanie	Outreach Support	\$ 47,840.00	Y	0.25	12	\$ 3,986.67	\$ 11,960.00	\$ 1,016.60	\$ 179.40	\$ 13,156.00
Villa-Vazquez, David	Outreach Support	\$ 47,840.00	Y	0.25	12	\$ 3,986.67	\$ 11,960.00	\$ 1,016.60	\$ 179.40	\$ 13,156.00
Garcia, Vere	Homeless Services Director	\$ 72,800.00	Y	0.05	12	\$ 6,066.67	\$ 3,640.00	\$ 309.40	\$ 54.60	\$ 4,004.00
TBA	Direct Support Supervisor	\$ 58,200.00	Y	0.05	12	\$ 4,850.00	\$ 2,910.00	\$ 247.35	\$ 43.65	\$ 3,201.00
Fuentes, Margoth	Kitchen Manager	\$ 43,680.00	Y	0.10	12	\$ 3,640.00	\$ 4,368.00	\$ 371.28	\$ 65.52	\$ 4,804.80
Rosales, Joba	Kitchen Support	\$ 37,440.00	Y	0.10	12	\$ 3,120.00	\$ 3,744.00	\$ 318.24	\$ 56.16	\$ 4,118.40
Monroy, Alycia	Programs Director	\$ 80,000.00	Y	0.04	12	\$ 6,666.67	\$ 3,200.00	\$ 272.00	\$ 48.00	\$ 3,520.00
Chacon, Lucia	Facilities	\$ 29,640.00	Y	0.05	12	\$ 2,470.00	\$ 1,482.00	\$ 125.97	\$ 22.23	\$ 1,630.20
Osorio, Ruth	Volunteer Coordinator	\$ 52,000.00	Y	0.05	12	\$ 4,333.33	\$ 2,600.00	\$ 221.00	\$ 39.00	\$ 2,860.00
Manriquez, Rosa	Supportive Services Coordinator	\$ 52,000.00	Y	0.05	12	\$ 4,333.33	\$ 2,600.00	\$ 221.00	\$ 39.00	\$ 2,860.00
Garcia, Carlos	Warehouse/Driver	\$ 45,760.00	Y	0.04	12	\$ 3,813.33	\$ 1,830.40	\$ 155.58	\$ 27.46	\$ 2,013.44
Najerajuaraz, Ari	Warehouse/Driver	\$ 47,840.00	Y	0.04	12	\$ 3,986.67	\$ 1,913.60	\$ 162.66	\$ 28.70	\$ 2,104.96
<b>Totals</b>		<b>\$ 771,040.00</b>		<b>2.32</b>		<b>\$ 64,253.33</b>	<b>\$ 117,728.00</b>	<b>\$ 10,006.88</b>	<b>\$ 1,765.92</b>	<b>\$ 129,500.80</b>

CITY OF SAN FERNANDO							
NORTH VALLEY CARING SERVICES PROGRESS REPORT FY 23-24							
				Q1: July 1-Sept. 30	Q2: Oct. 1-Dec. 31	Q3: Jan 1 - Mar 30	Q4: April 1 - June 30
				Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)
<i>Example:</i>	<i>Enroll people experiencing homelessness into interim housing</i>	<i>17 participants placed into interim housing</i>	<i>Quarterly</i>	5	15	15	15
<b>Task 1: Develop City's Capacity to Better Prevent and End Homelessness</b>							
1.i	Outreach and engagement to individuals experiencing homelessness.	a. 30 individuals experiencing homelessness engaged (interaction with face-to-face contact)	Monthly	27	39	151	110
		b. 30 Participants assessed for services	Monthly	13	31	78	48
		c. 50% enrolled in public benefits	Monthly	8	14	24	25
		d. 50% of participants receiving case management services	Monthly	13	31	31	36
		e. 10% of participants placed into interim housing	Monthly	0	2	11	12
1.ii	Provide a referral to individuals experiencing homelessness with needed services (Public benefits, SSI, SSDI, housing referral, CalWorks, medical assistance, DMV documentation assistance).	Refer 15 individuals experiencing homelessness to services	Monthly	10	16	45	26
1.iii	Develop a by-name tracking system for individuals experiencing homelessness.	1 update	Monthly	1	1	1	1
1.iv	Total number of people exiting to housing each month based on # of outreach per month	10% of participants	Monthly	0	2	11	12
1.v	Establish a Homelessness Response Center supported by established service agreements with homelessness-dedicated service providers.	1 monthly meeting; 12 total meetings annually	Monthly	2	3	7	7
1.vi	Number of people entering homelessness		Updated Continuously	37	20	56	17
1.vii	Developed data and reporting tools to understand homelessness and housing instability			1	1	2	1
1.viii	Number of data and reporting tools with disaggregated demographic data			3	3	3	3
1.iv	Number of LAHSA an County Reports obtained			3	3	21	21
<b>Task 2: Address the Service Needs of People Experiencing Unsheltered Homelessness</b>							
<b>Task 2a: Homeless Street Outreach</b>							
2A.i	Number of people receiving services (documentation feeds, auto related expenses, job related expenses, rental related expenses, and others).	3 participants	Monthly	7	4	7	12
2A.ii	Number of people receiving assistance with emergency and interim housing (motel vouchers), receiving storage fees, landlord incentives, and others.	3 participants	Monthly	0	13	17	14
2A.iii	Number of people experiencing unsheltered homelessness, including key subpopulations reflected on By-Name list			27	39 new, 66 total	62	
2A.iv	Number of Interactions with individuals experiencing homelessness engaged with face-to-face contct			27	39	151	110
2A.v	Length of time a person remains homeless			12+ months	12+ months	12+ months	12+ months
2A.vi	Successful placement from street outreach to housing			0	2	11	12
2A.vii	Number of encampments, including vehicular			2	2	3	3
2A.viii	Number of individuals offered services (e.g. medical support)			13	21	23	7
2A.iv	Number of individuals accepting offered services (e.g. mental health support)			7	19	18	8

				Q1: July 1-Sept. 30	Q2: Oct. 1-Dec. 31	Q3: Jan 1 - Mar 30	Q4: April 1 - June 30
				Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)	Actual Output/Outcome for this quarter (enter numeric response only)
<b>Task 2b: Safe Parking and Safe Storage</b>							
2B.i	Number of people experiencing vehicular homelessness			1	2	2	3
2B.ii	Number of connections to coordinated entry/ access sites	10% of monthly contacts		1	2	13	15
2B.iii	Number of encampments, including vehicular			1	2	3	3
<b>Task 2c: Crisis Housing Beds</b>							
2C.i	Number of crisis housing beds available for referrals (including emergency shelter, interim housing, medical respite, domestic violence shelter, faith-based shelter, family shelter, transitional housing, motel vouchers, winter shelters, detox beds, etc.)	60% of Homeless Point in Count Result	Annually	15,747	15,747	26,245	26,245
<b>Task 3: Homelessness Prevention</b>							
<b>Task 3a: Homelessness Prevention Services</b>							
3A.i	Number of providers, nonprofits, and cross-sector partners that utilize housing problem solving strategies			6	6	6	6
3A.ii	Number of individuals diverted from homelessness response system	100%	Bi-weekly	0	1	0	23
3A.iii	Total number of people exiting to housing	10% of monthly outreach individual contacts	Bi-weekly	0	2	11	12
3A.iv	Number of successful housing placements	10% of monthly outreach individual contacts	Bi-weekly	0	2	11	12
<b>Task 3b: Cross-Sector Collaboration, Discharge Planning, and Early Identification</b>							
3B.i	Number of providers, nonprofits, and cross-sector partners that utilize housing problem solving strategies			6	6	6	6
3B.ii	Number of individuals diverted from homelessness response system	100%	Bi-weekly	0	1	27	40
3B.iii	Number of people experiencing unsheltered homelessness discharged from mainstream institutions or re-entering from homelessness response system	0%		0	0	2	6
<b>Task 3c: Subpopulations</b>							
3C.i	Number of key subpopulations reflected in data			8	12	14	14
3C.ii	Number of unique services targeted at key subpopulations			2	2	2	2
<b>Task 3d: Racial Equity</b>							
3C.i	Number of staff hired with lived experience			3	3	4	2
3C.ii	Number of staff engaged in race equity training			3	3	4	3
<b>Task 3d: Stabilizations</b>							
3C.i	Number of successful referrals to physical health, mental health, behavioral health, substance use disorder treatment, employment & income support partners	50% of monthly outreach individual contacts	Bi-weekly	0	5	11	13
3C.ii	Number of participants enrolled in public benefits	50% of monthly outreach individual contacts	Bi-weekly	8	14	24	25
3C.iii	Number of participants receiving case management services from NVCS	50% of monthly outreach individual contacts	Bi-weekly	13	31	31	36
3C.iv	Number of clients that successfully exit housing programs	10% of monthly outreach individual contacts	Bi-weekly	0	0	2	3

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# AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Vice Mayor Mary Mendoza

**Date:** October 7, 2024

**Subject:** Discussion and Consideration to Approve Co-Sponsorship of Veterans of Foreign Wars Post 3834 Job Fair Event and Use of the City Seal

**RECOMMENDATION:**

I have placed this item on the agenda for discussion (Attachment “A”) to recommend that the City Council:

- a. Approve Co-Sponsorship of Veterans of Foreign Wars Post 3834 Job Fair Event that would contribute to development of stronger community ties and economic growth;
- b. Approve the use of the City seal on the printed material and social media; pursuant to City Council Ordinance No. 1724 (Attachment “B”);
- c. Approve the Veterans of Foreign Wars Post 3834 request to waive the City’s Facility Use Permit Fee (Attachment “C”); and
- d. Authorize the participation in, use of the City seal, and waive City Facility Use Permit fees with City Manager approval.

**BACKGROUND/ANALYSIS:**

See Attachment “A” that was submitted to request to agendize this item for the October 7, 2024 City Council Meeting.

**BUDGET IMPACT:**

The amount of the fee waiver request for use of the Gymnasium at Las Palmas Park is \$520 (001-101-0107-4430). The City’s sponsorship will be limited to in-kind use of social media outlets for marketing purposes and posting the event on the City website.

**ATTACHMENTS:**

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. Ordinance No. 1724
- C. Facility Fee Waiver Request Form



## 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.*

<b>PRIORITIES</b> <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>BUDGET</b> <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>FISCAL IMPACT</b> <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input type="checkbox"/> No    \$
--	--	---

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.*

**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 2<sup>nd</sup> 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 2<sup>nd</sup> day of April, 2024 by the following vote of the City Council:

**AYES:** Solorio, Fajardo, Mendoza, Rodriguez - 4

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 16<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
Julia Fritz, City Clerk



## FACILITY FEE WAIVER REQUEST FORM

ORGANIZATION AND CONTACT INFORMATION							
ORGANIZATION NAME <b>Veterans of Foreign Wars Post 3834</b>							
CONTACT NAME				EMAIL ADDRESS			
ADDRESS		CITY <b>San Fernando</b>			STATE & ZIP CODE <b>CA 91340</b>		
PHONE NO.				FAX NO.			
TYPE OF ORGANIZATION <i>Check only one</i>							
<input type="checkbox"/> Non-Profit ID No: <u>95-6207043</u>		<input type="checkbox"/> City Partner		<input type="checkbox"/> Governmental Agency			
<input type="checkbox"/> Other Describe: _____							
TYPE OF REQUEST							
<input type="checkbox"/> Special Events Facility Fee Waiver				<input checked="" type="checkbox"/> Facility Rental Fee Waiver			
HAS YOUR ORGANIZATION SOUGHT OUT ALL REASONABLE ALTERNATIVE FACILITIES PRIOR TO SUBMISSION OF THE FEE WAIVER REQUEST?							
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If no, please list reason below</i>							
EVENT INFORMATION							
DATE <b>12/6/2024</b>		START TIME <b>9</b>		END TIME <b>1</b>		SET-UP START <b>800</b>	
		<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM		<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		CLEAN UP END <b>200</b>	
						<input type="checkbox"/> AM <input type="checkbox"/> PM	
NAME OF EVENT <b>Veteran and Community Job Fair</b>							
FACILITY REQUESTED (PARK NAME AND ROOM) <b>Las Palmas Park - Indoor Gymnasium</b>							
WHAT IS THE EVENT'S GENERAL CONTENT FOCUS? <i>Check all that apply</i>							
<input type="checkbox"/> Education		<input type="checkbox"/> Entertainment		<input type="checkbox"/> Recreational		<input type="checkbox"/> Screenings/ Vaccinations	
<input checked="" type="checkbox"/> Other							
PLEASE PROVIDE THE DETAILS OF THE EVENT <b>A day for networking, job opportunities, and career growth for Veterans and the local community. Connecting the community with local and regional employers looking qualified hires.</b>							
ANTICIPATED ATTENDANCE <b>60</b>				WHAT PERCENTAGE OF ATTENDANCE WILL BE SAN FERNANDO RESIDENTS? <b>70</b>			
TARGETED DEMOGRAPHICS <i>Check all that apply</i>							
<input type="checkbox"/> Children		<input type="checkbox"/> Teens		<input checked="" type="checkbox"/> Adults		<input type="checkbox"/> Seniors	
ARE YOU COLLECTING A FEE OR DONATION FOR THE EVENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If yes, please explain</i>							

**EVENT INFORMATION** *Continued*

PROJECTED REVENUES FROM EVENT *Include: fees, donations external funding, etc.*

\$ 0

PROJECTED EXPENSES FROM EVENT *Minus: in-kind/volunteer support, gifts, etc.*

\$ 0

**ACKNOWLEDGEMENT**

I, the undersigned, understand and agree to the following:

- I have read the City of San Fernando's *Facility Fee Waiver Policy*.
- I am applying for a fee waiver based on the belief that my organization meets all of the qualifying criteria in *Section III* of the *Facility Fee Waiver Policy*.
- I certify that all of the information on the request form is accurate to the best of my knowledge.
- I understand and am willing to provide the City any additional documents upon request to expedite the approval process, which may include the organization's financial statement, event financial statement, and/or a letter from the IRS proving active non-profit status.
- I understand that submission of this request does not guarantee approval of fee waivers.
- I understand that all facility requirements and policies must be followed regardless of the fee waiver/reduction.
- I understand that all decisions are final.

PRINT NAME

SIGNATURE

DATE

9/23/24

**OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE**

FACILITY USE/ SPECIAL EVENT APPLICATION (INCLUDING PAYMENT) RECEIVED BY

DATE

REVIEWED BY

DATE

TOTAL FEE WAIVER REQUEST

\$

APPROVED

YES  NO

DATE

TOTAL FEE WAIVER APPROVED

\$



**San Fernando Recreation and Community Services**

208 Park Avenue, San Fernando, CA 91340 • P: (818) 898-1290 • F: (818) 898-1255  
 Recreation@sfcity.org • <http://www.SFCityRCS.com>

• Date: 09/19/2024 • Invoice Total: \$520.00

111 N HAGAR ST  
 SAN FERNANDO, CA 91340  
 (213) 819-5900 • vfw3834@gmail.com  
Refund Policy

- A full refund will be issued to participants if the activity is canceled by the City.
- Refunds will be assessed a \$10.00 fee per activity.
- Refunds after the first meeting date must be approved and will be prorated.
- Material fees are not refundable. Uniform cost, art supplies, etc. will be deducted from a refund if applicable.
- A credit may be issued instead of a refund. Credits can be used for any department activity and special event.
- A refund request based on a medical emergency or a hardship will be reviewed on a case by case bases and if granted an administrative fee of \$10.00 will be assessed.
- Refunds for special events and excursions will only be issued if the space can be filled with someone from the waiting list.
- Refunds for summer and winter camp must be requested a minimum of one week prior to the camp start date, and only be issued if the space can be filled with someone from the waiting list.

Change, Late and Transfer Policy

- Any changes to a rental made within two weeks of the rental date will be assessed a \$25.00 fee.
- Late payment of an outstanding balance will be assessed a \$25.00 fee.
- Excessive and habitual transfers of account credit will be assessed a \$25.00 fee.

Item	Fee	Adjust	Paid	Balance
Job Fair	\$510.00	\$10.00	\$0.00	\$520.00
<b>Las Palmas Park - Indoor Gymnasium:</b> Recreation Park's Office hours: Monday to Friday from 9 AM to 5 PM   (818) 898-1290				
<i>Application Fee (\$10.00)</i>				
<b>Dates</b>	<b>Times</b>	<b>Location</b>		
Friday, December 06, 2024	08:00 AM - 02:00 PM	Las Palmas Park - Indoor Gymnasium		
Total Days: 1	Total Hours: 6:00			
Rental Fee: \$85.00 Per Hour	Fee: \$510.00			

<b>Subtotal</b>	<b>Adjustments</b>	<b>Total Cost</b>	<b>Total Paid</b>	<b>Total Balance</b>
\$510.00	\$10.00	\$520.00	\$0.00	\$520.00

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Councilmember Victoria Garcia

**Date:** October 7, 2024

**Subject:** Update on Homeless Services Providers and Accountability Metrics

**RECOMMENDATION:**

I have placed this on the agenda (Attachment “A”) for City Council discussion to provide staff with direction.

**BACKGROUND/ANALYSIS:**

See Attachment “A” that was submitted to request to agendize this item for the October 7, 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  
 Victoria Garcia

TITLE  
 Councilmember

### CO-SPONSOR CITY COUNCILMEMBER INFORMATION

NAME

In Support

### ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Update on homeless services providers and accountability metrics

**PRIORITIES**

*Is this included in the current FY priorities?*

Yes  No

**BUDGET**

*Is this a budgeted item?*

Yes  No

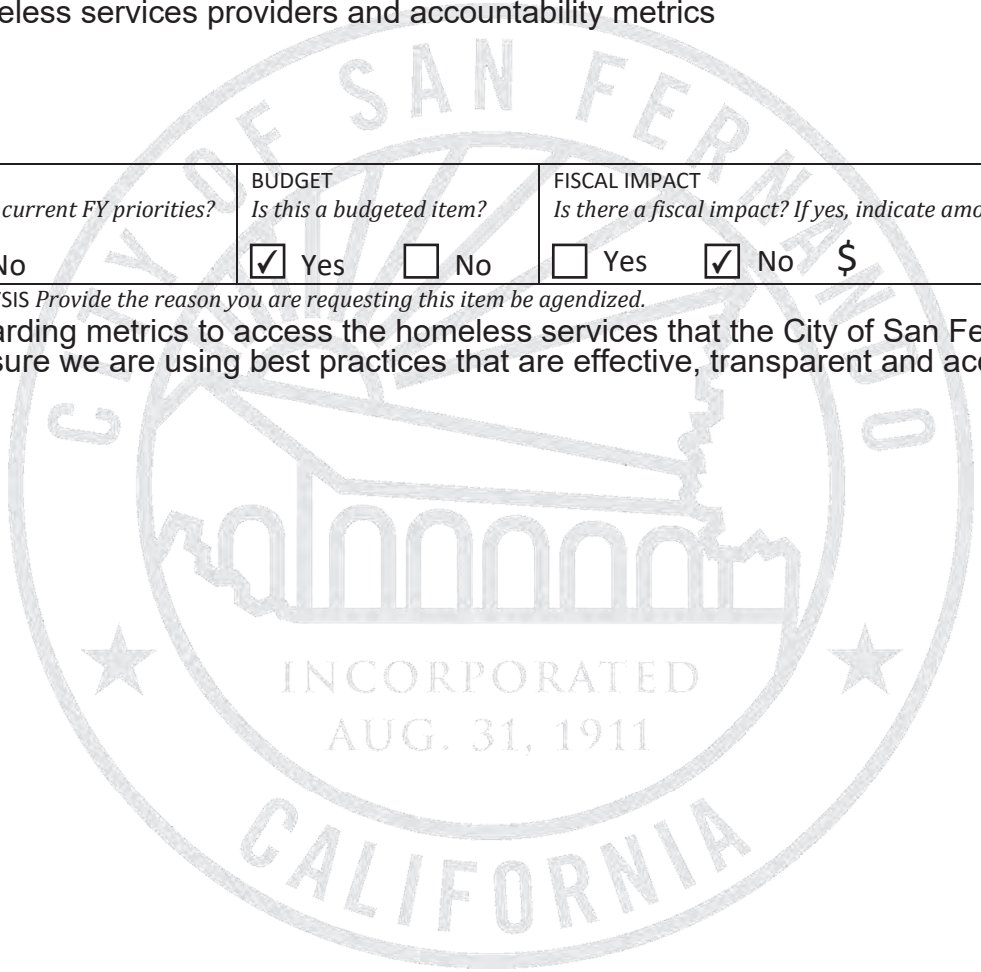
**FISCAL IMPACT**

*Is there a fiscal impact? If yes, indicate amount.*

Yes  No \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Discussion regarding metrics to access the homeless services that the City of San Fernando is providing to ensure we are using best practices that are effective, transparent and accountable.



ATTACHMENTS *Do you have any attachments to include?*

Yes  No

RECOMMENDATION *Indicate the direction you are recommending.*

Receive input from the City Council