



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

CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:15 PM
REGULAR MEETING – 6:00 PM
MONDAY, OCTOBER 21, 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 at least 2 business days prior to the meeting.

CALL TO ORDER - SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

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

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – October 21, 2024

Page 2 of 8

RECESS TO CLOSED SESSION

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

Designated City Negotiators: City Manager Nick Kimball
Employees and Employee Bargaining Units:
San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

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

Two (2) Matters

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to cityclerk@sfcity.org no later than **12:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council and made part of the official public record of the meeting.

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – October 21, 2024

Page 3 of 8

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 - REGULAR MEETING 6:00 P.M. (OPEN SESSION)

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR MEETING AGENDA

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

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR OCTOBER STUDENTS OF THE MONTH FOR RESPONSIBILITY AND OWNERSHIP
Benjamin Urbina (Glenoaks Christian School)
Sydney Partida (Nueva Esperanza Charter Academy)

- B. PRESENTATION OF CERTIFICATES OF RECOGNITION TO MEMBERS OF THE FILIPINO AMERICAN CHAMBER OF COMMERCE GREATER LOS ANGELES AND THE SAN FERNANDO MASONIC LODGE IN HONOR OF FILIPINO HERITAGE MONTH

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – October 21, 2024

Page 4 of 8

- C. PRESENTATION FROM GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ON PROTECTION AND PREVENTION FROM THE WEST NILE VIRUS
- D. PRESENTATION FROM LOS ANGELES CITY FIRE DEPARTMENT OPERATION VALLEY BUREAU REGARDING 2024 FIRE STATISTICS IN SAN FERNANDO

DECORUM AND ORDER

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

PUBLIC STATEMENTS

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

Members of the public may submit comments by email to cityclerk@sfcity.org no later than **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**

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

- a. July 10, 2012 – Special Meeting
- b. August 27, 2012 – Special Meeting
- c. May 20, 2024 – Regular Meeting
- d. October 7, 2024 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-102 approving the Warrant Register.

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – October 21, 2024

Page 5 of 8

3) RECEIVE AND FILE STATUS UPDATES FOR ENHANCEMENTS, PROJECTS, AND CITY COUNCIL PRIORITIES

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

4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING ESTABLISHING THE SALARY AND COMPENSATION PLAN FOR SAN FERNANDO MANAGEMENT GROUP, ADOPT A RESOLUTION APPROVING THE JOB SPECIFICATION FOR PLANNING MANAGER, AND ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2024-2025

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2305) between the City of San Fernando and the San Fernando Management Group for a 5-year term (July 1, 2024 through June 30, 2029);
- b. Adopt Resolution No. 8340 approving job specification for a Planning Manager job classification;
- c. Adopt Resolution No. 8341 amending the Salary Plan for Fiscal Year 2024-2025; and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

5) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING THE SOUTHERN CALIFORNIA ASSOCIATIONS OF GOVERNMENTS' REGIONAL EARLY ACTION PROGRAM 2.0 GRANT AND AUTHORIZE A MEMORANDUM OF UNDERSTANDING TO IMPLEMENT THE GRANT PROGRAM

Recommend that the City Council:

- a. Adopt Resolution No. 8342 accepting the Southern California Association of Governments' Regional Early Action Program 2.0 Grant;
- b. Authorize the City to enter into a Memorandum of Understanding (Contract No. 2306) with SCAG to implement the REAP 2.0 Grant Program; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute the MOU with SCAG and all grant related documents.

6) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH CIVICA LAW GROUP FOR ON-CALL CODE ENFORCEMENT LEGAL SERVICES

Recommend that the City Council:

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – October 21, 2024

Page 6 of 8

- a. Approve a First Amendment to the Legal Services Agreement with Civica Law Group, APC (Contract No. 2244(a)) to increase the not to exceed sum from \$24,900 to \$100,000 and extend for a three year term to provide on-call Code Enforcement Legal Services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

7) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HOPE THE MISSION FOR MENTAL HEALTH CLINICIAN SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2308) with Hope the Mission for Mental Health Clinician Services;
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

8) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF AND PARTICIPATION IN THE 2024 PINK PATCH PROJECT

Recommend that the City Council:

- a. Approve the co-sponsorship of the 2024 Pink Patch Project and authorize staff to raise funds for City of Hope by selling pink patches;
- b. Authorize uniformed staff to wear pink patches on their uniform every October, which is designated as “Breast Cancer Awareness Month”; and
- c. Authorize City staff to participate in fundraising efforts in support of the Pink Patch Project, including minimal use of City time and Department resources.

9) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH PRECISION CONCRETE CUTTING THROUGH THE KEYSTONE PURCHASING NETWORK FOR SIDEWALK CONDITION ASSESSMENT SERVICES

Recommend that the City Council:

- a. Approve a Contract Services Agreement with Precision Concrete Cutting through Keystone Purchasing Network Contract Reference No. KPN-202201-04 in an amount not to exceed \$1,006,900 for sidewalk condition assessment services;
- b. Approve a contingency up to \$114,939 for any change orders due to unforeseen conditions or change in work; and

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – October 21, 2024

Page 7 of 8

- c. Authorize the City Manager, or designee, to execute the agreement and make any non-substantive changes once agreement is finalized by the City Attorney.

ADMINISTRATIVE REPORTS

10) DISCUSSION AND CONSIDERATION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH HOME AGAIN LOS ANGELES AND NORTH VALLEY CARING SERVICES TO PROVIDE COMPREHENSIVE HOMELESS SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Home Again Los Angeles in an amount not to exceed \$157,200, to provide comprehensive homeless services;
- b. Authorize contingency of 10% of the annual contracted services amount, for homeless services-related costs and authorize City Manager to execute change orders as necessary up to contingency authority, within the annual authorized budget in a given fiscal year; and
- c. Approve a Professional Services Agreement with North Valley Caring Services in an amount not to exceed \$175,000, to provide comprehensive homeless services; and
- d. Authorize the City Manager, or designee, to make non-substantive edits and execute all related documents.

11) DISCUSSION AND CONSIDERATION TO APPROVE A NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR ACCESS AND USE OF CINDY MONTAÑEZ NATURAL PARK

Recommend that the City Council:

- a. Approve a Non-Exclusive Revocable License Agreement with the Fernandeno Tataviam Band of Mission Indians (Contract No. 2307) for access and use of Cindy Montañez Natural Park;
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

12) DISCUSSION AND CONSIDERATION REGARDING THE EXTERIOR PAINTING OF CITY HALL AND THE POLICE DEPARTMENT

Recommend that the City Council make a color selection for the exterior painting of San Fernando City Hall and San Fernando Police Department buildings from the color schemes provided.

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – October 21, 2024

Page 8 of 8

13) DISCUSSION AND CONSIDERATION REGARDING CREATION OF A DOMESTIC ABUSE RESPONSE TEAM (DART) TO RESPOND TO NEEDS IN THE COMMUNITY

This item was agendized by Mayor Celeste T. Rodriguez

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next regular meeting on November 4, 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: _____

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

Regular Meeting

San Fernando City Council

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**SAN FERNANDO JOINT CITY COUNCIL
AND SUCCESSORY AGENCY
MINUTES**

**JULY 10, 2012 – 6:00 P.M.
SPECIAL MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Brenda Esqueda called the meeting to order at 6:08 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, and Councilmembers Maribel De La Torre, Sylvia Ballin,

Staff: City Administrator Al Hernández, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

Absent: Mario F. Hernández

PLEDGE OF ALLEGIANCE

Mayor Esqueda

APPROVAL OF AGENDA

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez to approve the agenda. The motion carried.

City Administrator Hernandez requested that an item be added to the agenda requesting Councilmember appointment to serve on the San Fernando Valley Council of Governments Board. Motion by Mayor Esqueda, seconded by Mayor Pro Tem Lopez to approve the walk-on agenda item requested by City Administrator Hernandez. The motion carried.

PUBLIC STATEMENTS

Julian Ruelas spoke about concerns relating to Councilmember liaison appointments, reinvesting in the City, supportive of the JC Penney store staying open and opposed to recreation staff being laid off.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – July 10, 2012**

Page 2

Renato Lira inquired about the city's layoff notices and commented about Councilmembers bringing new businesses to the city.

Margie Carranza talked about the closing of JC Penney store and commented on certain Councilmembers.

Irwin Rosenberg (San Fernando Police Officers' Association President) spoke about public safety.

Berto Ruiz spoke in support of retaining recreation staff and the park programs.

George O'Connor asked that the City Council assist JC Penney to stay open for business.

Robert Ortega spoke in support of JC Penney staying in the City.

Individual (name not stated) spoke of concerns related to certain Councilmembers actions.

Three Individuals (name not stated) spoke in support of the recreation and parks programs and opposed to recreation employees that may potentially be laid off.

Patty Lopez spoke about concerns related to the city's budget and about certain Councilmembers actions.

Carolina Perez spoke about concerns of Councilmembers actions and opposed to recreation employees potentially being laid off.

Anita spoke in support of recreation staff and opposed to the potential layoffs.

Margarita Lopez submitted a letter in support of recreation staff.

NEW BUSINESS

1) SUCCESSOR AGENCY PAYMENT OF "SURPLUS" TAX REVENUES

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem/Vice Chair Lopez to authorize a "surplus" payment to Los Angeles County Auditor-Controller's Office for distribution to the taxing entities by July 12, 2012, per AB 1484; and authorize the Executive Director to execute a letter explaining that the payment is made under protest and without waiver of any legal rights and remedies the Successor Agency has or may have to challenge the payment, the amount of the payment, or the legality of the payment. The motion carried.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – July 10, 2012**

Page 3

Walk on Agenda Item

**2) CONSIDERATION TO APPOINT A COUNCILMEMBER TO THE SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS**

Motion by Mayor Esqueda, seconded by Mayor Pro Tem Lopez to appoint Councilmember Ballin. The motion carried.

By consensus, the Closed Session Items listed below would be tabled to a date uncertain.

A) PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL/RELEASE
G.C. 54957

B) CONFERENCE WITH LABOR NEGOTIATOR
G.C. 54957.6

City Negotiator: City Administrator Al Hernandez
Employee Organizations: San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

C) PUBLIC EMPLOYEE APPOINTMENT
G.C. 54957

Title: Labor and Employment Attorney

ADJOURNMENT (9:55 P.M.)

Motion by Councilmember De La Torre, seconded by Councilmember Ballin to adjourn the meeting. The motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 11, 2012 meeting as approved by the San Fernando City Council at the meeting of October 21, 2024.

Julia Fritz
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of October 21, 2024 and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 27, 2012 – 6:00 P.M.
SPECIAL MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Brenda Esqueda called the meeting to order at 6:08 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, and Councilmembers Maribel De La Torre, and Sylvia Ballin

Staff: City Administrator Al Hernández, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Lopez

APPROVAL OF AGENDA

Motion by Councilmember Ballin, seconded by Mayor Pro Tem Lopez, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Jason Elias urges the council to set aside political differences, prioritize serving the public by continuing meetings, fostering open dialogue, and allowing the public to voice their concerns.

San Fernando Public Employees Association representatives expressed their willingness to negotiate despite challenging times.

Irwin Rosenberg, SFPOA President, highlighted the police department's cost-saving sacrifices and criticized the city's biased decisions and lack of recognition for their efforts.

Dale Warren highlighted his job responsibilities and is opposed to staff layoffs.

Fred Olivas Jr. spoke in support of continuing the meals on wheels program.

SAN FERNANDO CITY COUNCIL SPECIAL MEETING

MINUTES – August 27, 2012

Page 2

Serita Vasant commented on Agenda Item No. 2.

Robert Ortega encouraged voter participation in the upcoming election.

Benita Rivera commented on general city concerns.

Gilbert Gomez expressed concern about losing community services like Meals on Wheels and of his support of the police department.

Mr. Torres expressed opposition to eliminating positions at the park and advocating for the continuation of senior classes and Zumba.

Mr. Escobar expressed opposition to staff layoffs at the park that would affect senior programming.

Severyn Aszkenazy expressed concerns regarding the city's budget.

Margie Carranza spoke about repercussions for Councilmembers concerning questionable activities.

Samuel Beltran expressed concerns regarding the city financing development activities.

Tom Ross spoke about the lack of transparency on the city's deficit and efforts to increase revenue.

Frank commented on the San Fernando Public Employees Association has made sacrifices over the past four years, including cuts to retirement, longevity pay, and cost-of-living adjustments.

Renato Lira urged focus on the city's future preparedness, acknowledging the work of public works and the support of the police officers.

Adriana Gomez commented on the city's financial practices, tax increases and highlighted contributing factors to the city's financial struggles.

Julian Ruelas commented on the atmosphere of recent Council meetings and encouraged respectful treatment of residents and collaboration.

Carolina Perez urged the council to remain impartial and neutral while prioritizing the budget, emphasizing the need listen to concerns about the city.

Mario Hernandez commented on another speaker's comments.

Linda Aara highlighted concerns about ongoing negative comments and suggested to prioritize getting business done for the City.

SAN FERNANDO CITY COUNCIL SPECIAL MEETING

MINUTES – August 27, 2012

Page 3

Cathy Najar submitted a written comment of her concerns regarding the city.

NEW BUSINESS

- 1) ADOPTION OF ANNUAL RESOLUTION REQUIRED BY COUNTY REGARDING CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2012-13

City Administrator presented the staff report and responded to Councilmember questions.

Motion by Mayor Pro Tem Lopez, seconded by Councilmember De La Torre, to adopt a Resolution that will establish the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System (CalPERS), which is estimated at \$3,861,693 for FY 2012-13, and fix the property tax rate for FY 2012-13 at \$0.28420 per \$100 of assessed valuation and levies that tax rate upon all taxable property in the City. The motion carried by the following vote:

ROLL CALL

AYES:	Lopez, De La Torre, Ballin – 3
NOES:	None
ABSTAIN:	Esqueda – 1
ABSENT:	None

- 2) APPROVAL OF A LETTER OF SUPPORT FOR VALLEY CARE COMMUNITY CONSORTIUM IN THEIR SUBMISSION OF A HEALTHY EATING, ACTIVE LIVING (HEAL) GRANT APPLICATION

Motion by De La Torre, seconded by Councilmember Ballin to authorize the City Administrator to execute and submit a letter to the Los Angeles County Department of Public Health supporting the Valley Care Community Consortium (VCCC) in their submission of a Healthy Eating, Active Living (HEAL) Grant application. By consensus, the motion carried.

RECESS TO CLOSED SESSION (8:04 P.M.)

By consensus, Councilmembers recessed to the following Closed Session, thereafter to adjourn.

- A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. 54957.6

City Negotiator: City Administrator Al Hernandez
Employee Organizations: San Fernando Management Group (SEIU, Local 721)

SAN FERNANDO CITY COUNCIL SPECIAL MEETING

MINUTES – August 27, 2012

Page 4

San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association (SEIU, Local 721)
San Fernando Part-time Employees' Association (SEIU, Local 721)

The City Attorney stated there was no reportable action regarding items on the Closed Session.

ADJOURNMENT (9:05 p.m.)

The meeting was adjourned to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 27, 2012 meeting as approved by the San Fernando City Council at the meeting of October 21, 2024.

Julia Fritz
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of October 21, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**CITY OF SAN FERNANDO
CITY COUNCIL**

**MINUTES
SPECIAL MEETING – 5:15 P.M.
REGULAR MEETING – 6:00 P.M.
MONDAY, MAY 20, 2024**

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

CALL TO ORDER/ROLL CALL – SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

Mayor Celeste T. Rodriguez called the Special Meeting to order at 5:16 p.m.

Present:

Council: Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo, Mary Solorio, and Victoria Garcia

Staff: City Manager Nick Kimball and City Attorney Richard Padilla

Absent: Mayor Celeste T. Rodriguez and Councilmember Mary Solorio

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to approve the agenda. The motion carried, with Mayor Rodriguez and Councilmember Solorio absent.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:17 P.M.)

By consensus, Councilmembers recessed to Closed Session.

It was noted that Mayor Rodriguez arrived directly into Closed Session at 5:19 p.m.

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

Designated City Negotiators: City Manager Nick Kimball
Employees and Employee Bargaining Units:
San Fernando Management Group (SEIU, Local 721)

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting May 20, 2024

Page 2 of 8

- San Fernando Public Employees’ Association (SEIU, Local 721)
- San Fernando Police Officers Association
- San Fernando Police Officers Association Police Management Unit
- San Fernando Police Civilian Association
- San Fernando Part-Time Employees’ Bargaining Unit (SEIU, Local 721)
- All Unrepresented Employees

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:

City Representative: City Attorney Richard Padilla
Unrepresented Employee: City Manager

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on May 20, 2024.

ADJOURNMENT (6:05 p.m.)

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

CALL TO ORDER/ROLL CALL – REGULAR MEETING 6:00 P.M. (OPEN SESSION)

Mayor Celeste Rodriguez called the regular meeting to order at 6:06 p.m.

Present: Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza and Councilmembers Joel Fajardo, Mary Solorio (via teleconference) and Victoria Garcia

Staff: City Manager Nick Kimball, Deputy City Manager/Economic Development Kanika Kith, City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Wendell Johnson, Director of Recreation and Community Services Julio Salcedo and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

Councilmember Mary Solorio requested to participate remotely using the teleconferencing rules of AB 2449. Motion by Councilmember Fajardo, seconded by Councilmember Garcia to approve Councilmember Solorio’s request. The motion carried, unanimously.

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting May 20, 2024

Page 3 of 8

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

A. ANNUAL RECOGNITIONS

Drinking Water Week – May 5, 2024 to May 11, 2024

National Public Works Week – May 19, 2024 to May 25, 2024

B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR MAY STUDENT OF THE MONTH (ACADEMIC ACHIEVEMENT)

Samantha Lansang (O'Melveny Elementary School)

C. PRESENTATION OF CERTIFICATES OF RECOGNITION TO MURALIST FOR THEIR WORK ON THE MURAL PROJECT AT CESAR CHAVEZ LEARNING ACADEMY

D. PRESENTATION OF CERTIFICATES OF RECOGNITION TO YOUTH PARTICIPANTS AT THE CINCO DE MAYO CELEBRATION EVENT

E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY AS WILLIAMS SYNDROME AWARENESS MONTH

F. PRESENTATION FROM GUIDE DOGS OF AMERICA – TENDER LOVING CANINES REGARDING TRAINING SERVICES FOR GUIDE DOGS

G. PRESENTATION FROM METRO REGARDING EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR PHASE 2

H. PRESENTATION FROM THE LOS ANGELES CITY FIRE DEPARTMENT OPERATIONS VALLEY BUREAU REGARDING 2023 FIRE STATISTICS IN SAN FERNANDO

PUBLIC STATEMENTS

The following spoke in support of Agenda Item No. 15:

Eddie Alvarez

George Balli

Marc Greenfield

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting May 20, 2024

Page 4 of 8

Andrew Cabrera
Alberto Villasana
Martin Rodriguez

Caller ID No. 8553 spoke opposed to Agenda Item No. 15.

The following spoke in support of Agenda Item No. 14:

Gabriela Nino Herrera
Christine Fitzgerald
Mark Brodie
Tina Bachman
Jess Perry-Martin
Christian Moreno
Lorraine Mendoza
Natalie Jimenez
Ibet Garibay
Angel Delgado
Christian Garcia

Maricela Rodriguez made general comments.

Mauricio Lopez spoke about traffic safety concerns in the City and at Fourth and Harding Avenue.

Items heard out of order.

14) DISCUSSION AND CONSIDERATION REGARDING SUPPORTING LOCAL STUDENTS, ARTISTS, AND MURALS

Mayor Rodriguez presented the staff report and responded to Councilmember questions.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to approve the use of Fiscal Year 2023-2024 Mural funds in the amount of \$25,000 in support of the Cesar Chavez Learning Academy Mural Project. The motion failed, by the following vote:

ROLL CALL

AYES: Solorio, Rodriguez - 2
NAYES: Garcia, Fajardo, Mendoza - 3
ABSENT: None
ABSTAIN: None

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to table this item to future meeting based on various benchmarks, including developing a mural fund request process. Following a brief discussion regarding clarification of parliamentary meeting procedures, Councilmember Fajardo withdrew his motion.

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting May 20, 2024

Page 5 of 8

City Manager Kimball restated that direction to staff was to return to the Beautification Ad hoc committee with a discussion on a process development for organizations requesting funds for mural(s) and return to a future Council meeting for final approval.

15) DISCUSSION AND CONSIDERATION REGARDING PROJECT LABOR AGREEMENTS FOR PUBLIC PROJECTS

Councilmember Fajardo presented the staff report and responded to Councilmember questions.

By consensus, the City Council directed staff to compile additional information to bring back to a future City Council meeting to include other cities' practices, sample agreements, costs, project size, and general considerations.

It was noted that the City Council recessed its meeting at 9:03 p.m. and reconvened at 9:16 p.m.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. February 20, 2024 – Special and Regular Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE FOR SECOND READING TO ADOPT ORDINANCE NO. 1722 AMENDING THE CITY OF SAN FERNANDO’S WATER POLICIES TO COMPLY WITH SENATE BILL 998 AND SENATE BILL 3, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, CHAPTER 94 (UTILITIES), ARTICLE III (WATER) OF THE SAN FERNANDO MUNICIPAL CODE CONCERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT
- 4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NETXPERS LLC FOR INFORMATION TECHNOLOGY MANAGED SERVICES
- 5) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS IN ACCORDANCE WITH THE CITY’S RECORDS RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS
- 6) CONSIDERATION TO APPROVE ON-CALL PROFESSIONAL BUILDING & SAFETY SERVICES AGREEMENTS TO PROVIDE AS-NEEDED COMPREHENSIVE BUILDING SERVICES TO THE COMMUNITY DEVELOPMENT DEPARTMENT

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting May 20, 2024

Page 6 of 8

- 7) CONSIDERATION TO APPROVE A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO FUND THE WATER NITRATE TREATMENT SYSTEM; ADOPT A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES; AND ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-2024 ADOPTED BUDGET
- 8) CONSIDERATION TO APPROVE A SUB-AWARD AGREEMENT WITH THE CITY OF LOS ANGELES FOR THE 2023 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM AND ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-2024 ADOPTED BUDGET
- 9) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE 2024 SPECIAL OLYMPICS TORCH RUN, USE OF THE CITY SEAL, WAIVER OF FACILITY USE FEES, AND AUTHORIZATION FOR FUTURE CO-SPONSORSHIP OF SPECIAL OLYMPICS OF SOUTHERN CALIFORNIA EVENTS

The motion carried, unanimously.

ADMINISTRATIVE REPORTS

- 10) CONSIDERATION TO RECEIVE AND FILE THE SAN FERNANDO POLICE DEPARTMENT’S 2023 SAFETY INSIGHT REPORT

Police Chief Valdez presented the staff report and responded to Councilmember questions. The City Council received and filed the Safety Insight Report.

- 11) FISCAL YEAR 2024-2025 BUDGET STUDY SESSION NO. 2

Director of Finance Melton presented the staff report.

Chief Valdez presented the Police Departments Fiscal Year 2024-2025 budget.

Councilmembers discussed the proposed department budget, enhancement requests (Attachment “A”), and suggested recommendations to staff to include in Budget Study Session No. 3.

- 12) DISCUSSION AND CONSIDERATION ON DESIGN OPTIONS FOR THE RENOVATION OF THE CITY COUNCIL OFFICE

Deputy City Manager/Economic Development Kith presented the staff report and responded to Councilmember questions.

The City Council authorized staff to proceed with the purchase of office equipment/furniture based on the five (5) desk design and move forward with the renovation, at the budgeted amount.

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting May 20, 2024

Page 7 of 8

13) DISCUSSION AND CONSIDERATION TO REVIEW AND APPROVE CITY COUNCIL LIAISON ASSIGNMENTS AND AD HOC COMMITTEE ASSIGNMENTS

City Manager Kimball presented the staff report and responded to Councilmember questions.

Motion by Councilmember Garcia, seconded by Councilmember Fajardo to approve Councilmember Garcia to replace Councilmember Fajardo on the Economic Development/Downtown Master Plan Ad Hoc committee and appoint Councilmember Fajardo and Councilmember Garcia to the Parking Management Master Plan Ad Hoc committee. The motion carried, unanimously.

Motion by Councilmember Garcia, seconded by Councilmember Fajardo to appoint Councilmember Garcia as the alternate member liaison for Contract Cities Association and the delegate member liaison to the League of California Cities. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Salcedo announced that the Education Commission’s Scholarship Awards event will occur tomorrow at Rudy Ortega Park beginning at 6:00 p.m. and spoke about the Memorial Day ceremony event being held at the American Legion.

Director of Public Works Johnson reported that staff met with homeowners on Macneil Street to discuss strategies for tree preservation in response to citizen concerns. He also mentioned the sidewalk assessment project and talked about the precision cutting method for sidewalk repairs.

Director of Community Development Ramirez had no updates to report.

Deputy City Manager/Economic Development Kith reported on various economic development activities.

Director of Finance Melton mentioned that the next Fiscal Year 2024-2025 Budget Study Session will occur on May 28, 2024 to receive budget presentations from the Public Works Department and on Capital Improvement Projects, as well as receive an update on ARPA funds.

Police Chief Valdez announced the Police Department’s annual open house event will occur on May 27, 2024.

City Manager Kimball had no updates to report.

SAN FERNANDO CITY COUNCIL

MINUTES –Special and Regular Meeting May 20, 2024

Page 8 of 8

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo noted he would provide updates at the next City Council meeting.

Councilmember Solorio had no updates to report.

Councilmember Garcia thanked the public for their comments and highlighted the upcoming Memorial Day event at the American Legion.

Vice Mayor Mendoza had no updates to report.

Mayor Rodriguez mentioned Heal the Bay recognized Metropolitan Board Chair Ortega and General Manager Hagekhalil were recognized for their clean water efforts, questioned the tree preservation issue and asked that staff ensure homeowners are properly noticed regarding issues affecting trees that are in front of their home. Staff commented that they are in early discussions on tree preservation options with the City’s arborist. Lastly, Mayor Rodriguez commented on the San Fernando Library Festival event.

ADJOURNMENT (11:24 p.m.)

Mayor Rodriguez adjourned the meeting to the special meeting of May 28, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 20, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of _____.

Julia Fritz, CMC
City Clerk

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
GENERAL FUND						
City Manager's Office	BCRC Self-Help Kiosk	1,000	-	-	-	Included in Marketing Supplies Enhancement
City Manager's Office	Marketing Materials (e.g. Pop-up banner, Portable Podium & PA System, Branded Giveaways, Table Cloths, etc.)	1,000	-	2,000	2,000	Includes Kiosk - community engagement framework
City Manager's Office	New Work Stations in CMO	3,500	-	-	-	Future Year Consideration
City Manager's Office	Upgrade Technology in Community Room and Conference Rooms A and C	3,000	-	-	-	Utilize existing budget (e.g. departmental supplies, etc.)
City Manager's Office	New Position: Administrative Assistant for Economic Development/BCRC	100,000	-	-	-	Future Year Consideration
City Clerk	Update the 2001 Records Retention and Management Schedule	8,500	-	8,500	8,500	For legal compliance purposes
City Clerk	Annual Ongoing Subscription to Maintain Updated Records Retention and Management Schedule	450	-	-	-	Not needed for FY2024/25; to be included in FY 2025/26 Budget
City Clerk	Elections Expenses - LA County	60,000	-	60,000	60,000	Regular consolidated election
Community Development	New Position: Deputy CD Director/Planning Manager	211,400	211,400	-	211,400	To assist with department succession planning
Community Development	Contract Services: Deputy Building Official/Inspector	116,304	-	100,000	100,000	Includes Supplemental Community Development Services (e.g. building, planning, etc.)
Community Development	Contract Services: Mixed Use Overlay & Objective Design Standards	150,000	-	-	-	Extension being requested due to SCAG and REAP Grant Funds On-hold
Community Development	Contract Services: ADU Ord Update/Prototypes/Program	80,000	-	-	-	Includes Supplemental Community Development Services Enhancement
Community Development	Contract Services: Residential Landscape Ordinance	45,000	-	-	-	Includes Supplemental Community Development Services Enhancement
Community Development	Post Card Mailing Residential Properties- Citywide	3,463	3,500	-	3,500	To support beautification program/community engagement framework
Community Development	Special Assignment Pay for Lead Community Preservation Officer (5%)	4,000	-	-	-	To be reviewed through SFPCA negotiations
Community Development	New Vehicle - Hybrid Corolla	25,935	-	-	-	To be reviewed as part of Fleet Analysis
Administrative Services	IT Managed Services Provider (MSP) Replacement	25,000	25,000	-	25,000	Replacement required due to system retirement

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Administrative Services	Financial System Replacement (<i>Implementation</i>)	150,000	-	100,000	100,000	Replacement required due to system retirement
Administrative Services	Financial System Replacement (<i>Annual Subscription</i>)	90,000	40,000	-	40,000	Replacement required due to system retirement
Administrative Services	Citywide PC Replacement Program (Year 2)	35,000	-	25,000	25,000	To complete Citywide hardware replacement for technology updates
Administrative Services	City Applicant Tracking Software (NEO-GOV)	12,100	-	-	-	Continue advertising jobs through current NEO-GOV subscription & create fillable application in new website
Administrative Services	HR Professional Development (<i>e.g. HR Staff Certification, Citywide Harassment Training, Citywide CPR Training, etc.</i>)	9,250	-	-	-	Utilize existing budget (<i>e.g. professional/contractual services</i>)
Administrative Services	Tuition Reimbursement	4,500	-	4,500	4,500	Staffing development pending proper form submittal
Administrative Services	Professional Development - IT Certification	3,750	-	-	-	Utilize existing budget (<i>e.g. professional/contractual services</i>)
Administrative Services	HR Staff to attend continuing professional education and conferences	7,500	5,000	-	5,000	Staffing development pending proper form submittal
Administrative Services	Additional cost for pre-employment medicals and DOJ	2,000	-	-	-	Utilize existing budget (<i>e.g. professional/contractual services</i>)
Administrative Services	Finance Manager Position Reclassification	15,000	-	-	-	Future Year Consideration. Continue succession planning discussion.
Administrative Services	Reclass Personnel Office Clerk to PT Admin Asst.	5,000	5,000	-	5,000	To assist with department succession planning
Administrative Services	Additional office supplies	1,200	-	-	-	Utilize existing budget (<i>e.g. departmental supplies, advertising, etc.</i>)
Administrative Services	M365 Commercial to Government Migration - Licensing	120,968	-	-	-	Future Year Consideration for Phased IT Upgrade approach
Administrative Services	M365 Commercial to Government Migration - Professional Services	56,080	-	-	-	Future Year Consideration for Phased IT Upgrade approach
Administrative Services	M365 Commercial to Government Migration - Backups	3,923	-	-	-	Future Year Consideration for Phased IT Upgrade approach
Administrative Services	Position Reclassification: Personnel Tech to Human Resources Tech II	4,642	-	-	-	Approve Position Title Change Only
Administrative Services	Position Reclassification: Personnel Assistant to Human Resources Assistant	6,714	-	-	-	Approve Position Title Change Only

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Administrative Services	New Position: Management Analyst for Risk Management	149,000	-	-	-	Future Year Consideration. Continue succession planning discussion.
Administrative Services	Desktop scanners and printer for staff	1,000	-	-	-	Utilize existing budget (e.g. departmental supplies)
Police Department	New Position: Police Records Specialist	120,000	-	-	-	Future Year Consideration. Consider leveraging technology solutions initially.
Police Department	4x Handheld Ticket Writer	30,000	30,000	-	30,000	Leveraging technology to increase efficiency and may generate additional revenue
Police Department	Position Reclassification: Police Corporal Program (5)	40,000	40,000	-	40,000	To assist with department succession planning
Police Department	Electric Traffic Enforcement Vehicle & Outfitting	100,000	-	-	-	To be reviewed as part of Fleet Analysis
Police Department	E-Subpoena (year 1)	11,320	4,000	7,320	11,320	Leverage technology to increase efficiency
Police Department	Background Investigations (10)	15,000	-	15,000	15,000	One-time for increased recruitment efforts (e.g. investigations, polygraph, psych, uniforms)
Police Department	Polygraphs (10)	2,500	-	-	-	See increased background appropriation
Police Department	Psychological Evaluations (10)	4,500	-	-	-	See increased background appropriation
Police Department	Uniforms of New Officers	7,000	-	-	-	See increased background appropriation
Police Department	POST Training for New Officers	20,000	-	20,000	20,000	One-time for increased recruitment efforts
Police Department	POST ICI Training for New Detectives	2,800	-	-	-	See increased training appropriation
Police Department	Ammunition Cost Increase	15,000	-	10,000	10,000	Includes all ammunition and supplies
Police Department	40mm Less Lethal Launcher (2)	4,000	-	-	-	See ammunition/supplies enhancement
Police Department	Promotional Materials	2,000	-	-	-	Utilize existing budget (e.g. departmental supplies)
Police Department	Office Furniture/Cubicle Replacement	60,000	-	-	-	Review Facility Assessment for Citywide priority ranking and future consideration

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Police Department	Facility Upgrade/Paint Refresh	30,000	-	-	-	Review Facility Assessment for Citywide priority ranking and future consideration
Police Department	Scheduling Software	5,600	-	-	-	Pending Financial System implementation
Police Department	Tuition Reimbursement	32,000	-	32,000	32,000	Staffing development pending proper form submittal
Police Department	Overtime	57,000	-	-	-	Future consideration after full-staffing is achieved
Recreation & Comm. Svcs.	Position Reclassification: 1-PT Clerk to 1-FT Clerk @ Rec Park	60,000	-	-	-	Use existing staff resources (e.g. Management Intern, etc.)
Recreation & Comm. Svcs.	New Position: Create Afterschool Teen Program @ Rec Park (1 - Recreation Leader II and 2- Recreation Leaders I)	54,750	-	-	-	Discuss with City Council during Budget Study Sessions
Recreation & Comm. Svcs.	Create new Afterschool Teen Program at Recreation Park (materials and supplies)	8,000	-	-	-	Discuss with City Council during Budget Study Sessions
Recreation & Comm. Svcs.	Fully fund All Citywide Special Events	86,320	50,000	-	50,000	Overall event costs currently \$169,782. Review for base costs with fundraising to assist covering additional needs.
Recreation & Comm. Svcs.	Addition of a Workstation at Las Palmas for Part-time use	1,500	-	-	-	Repurpose existing resources and review need through PC Replacement Program
Recreation & Comm. Svcs.	CPRS Membership & Conference (2-RCS Staff Members)	3,210	3,000	-	3,000	To support professional development
Recreation & Comm. Svcs.	BCRC operations and programs supplies	12,500	3,000	-	3,000	Recommended in Economic Development Division - Social Services Project Code (BCRC)
Recreation & Comm. Svcs.	Ice machine for Recreation Park	2,500	-	2,500	2,500	For Community purposes for events and programs use as well as in interim pending HVAC upgrade
Recreation & Comm. Svcs.	Las Palmas Staff Professional Development (e.g. senior forums and wilderness trainings)	1,430	1,000	-	1,000	Staffing development pending proper form submittal
Recreation & Comm. Svcs.	Contract services for senior fest, family hikes, transportation - Ongoing	4,200	-	-	-	Activities should be grant/fee supported; Review Prop A allocation for transportation
Recreation & Comm. Svcs.	Cover event supply expenses that were supported by the event support acct	2,500	-	-	-	Consider as part of overall event funding
Recreation & Comm. Svcs.	Las Palmas and Resource Center Staff Adobe Acrobat Subscription	864	-	-	-	Utilize existing budget (e.g. IT, subscriptions)
Public Works	Citywide Signage Updates (e.g. Parking, Sweeping, Speed Limits, etc.)	50,000	-	37,500	37,500	Commercial Corridor Street Signs with 6 month timeline; additional funding recommended using Traffic Safety Fund

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Graffiti)	40,000	40,000	-	40,000	To place emphasis on Graffiti maintenance efforts and will assist with position recruitment and retention
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Trees)	40,000	40,000	-	40,000	To place emphasis on Tree maintenance efforts and will assist with position recruitment and retention
Public Works	Pothole Patching Trailer/Vehicle	145,000	-	-	-	Focus on continuing residential paving program. Reconsider after pavement management plan update.
Public Works	Grapppler Truck <i>(for bulky item pick up)</i>	145,000	-	-	-	To be reviewed as part of Fleet Analysis
Public Works	Backhoe Loader	210,000	-	-	-	To be reviewed as part of Fleet Analysis
Public Works	Stump Grinder Heavy Duty	27,000	-	-	-	To be reviewed as part of Fleet Analysis
GENERAL FUND ENHANCEMENT TOTAL: \$		2,969,673	500,900	424,320	925,220	
SPECIAL FUNDS ¹						
Public Works	Citywide Signage Updates <i>(e.g. Parking, Sweeping, Speed Limits, etc.)</i>	50,000	-	12,500	12,500	Fund 013 - Traffic Safety Fund
Community Development	Homeless Outreach Initiatives	54,837	-	54,837	54,837	Fund 028 -Measure H <i>(Annual County Allocation)</i>
Police Department	Narcotics Incinerator/Drug Disposal Program	11,937	-	11,937	11,937	Fund 110 - Operating Grants <i>(Opioid Settlement Funding)</i>
SPECIAL FUND ENHANCEMENT TOTAL: \$		116,774	-	79,274	1,927,714	
PROPRIETARY FUNDS ¹						
Recreation & Comm. Svcs.	Rec Park Gym Floor Recoating <i>(biannual maintenance)</i>	3,300	-	3,300	3,300	Fund 043 - Facility Management Fund
Public Works	New Position: Water System Operator	115,000	115,000	-	115,000	Fund 070 - Water Fund
Public Works	Purchase 10 Sewer Manholes and Rings	8,500	-	8,500	8,500	Fund 072 - Sewer Fund
PROPRIETARY FUNDS ENHANCEMENT TOTAL: \$		123,500	115,000	8,500	3,982,228	

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		DEPT REQ	CITY MANAGER RECOMMENDED			
DEPT	DESCRIPTION	AMOUNT	ONGOING	ONE-TIME	TOTAL	NOTES
ADDITIONAL ENHANCEMENT REQUESTS: NOT INCLUDED IN PROPOSED BUDGET						
Recreation & Comm. Svcs.	Position Reclassification: Convert 1-PT Office Clerk to to 1-FT (Rec Park)	40,000	40,000	-	40,000	Recommendation during Budget Study Session #1
Recreation & Comm. Svcs.	Christmas and/or Dia de los Muertos Parade	TBD				Recommendation during Budget Study Session #1; Staff to conduct research to develop estimates
ADDITIONAL ENHANCEMENT REQUESTS TOTAL: \$		40,000	40,000	-	40,000	

		OPERATING BUDGET		PROPOSED BUDGET		
FUND	FUND TITLE	REVENUES	EXPENDITURES	RECOMMENDED ENHANCEMENTS	REVISED SURPLUS/DEFICIT	
001	General Fund	28,055,808	26,729,059	965,220	\$361,529	
013	Traffic Safety Fund ²	17,103	-	12,500	\$4,603	
028	Measure H Fund	54,837	-	54,837	\$0	
110	Operating Grants ³	11,937	-	11,937	\$0	
041	Facility Maintenance Fund	1,756,667	1,721,507	3,300	\$31,860	
070	Water Fund	5,785,000	5,417,078	115,000	\$252,922	
072	Sewer Fund ²	7,134,401	5,417,078	8,500	\$1,708,823	

¹ Does not include Capital Improvement Program Requests, which are contained in Section VI

² Revenues include Fund Balance

³ Includes Fund Balance specific to Opioid Settlement Project Code

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**CITY OF SAN FERNANDO
CITY COUNCIL**

**MINUTES
SPECIAL MEETING – 5:15 P.M.
MONDAY, OCTOBER 7, 2024**

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

CALL TO ORDER/ROLL CALL

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

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Mary Solorio (joined via remote location at 5:16 p.m.) and Victoria Garcia

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Director of Finance Erica D. Melton, and Director of Community Development Erika Ramirez

Absent: Councilmember Joel Fajardo

APPROVAL OF AGENDA

Motion by Vice Mayor Mendoza, seconded by Councilmember Garcia to approve the agenda. The motion carried unanimously, with Councilmembers Joel Fajardo and Mary Solorio absent.

PUBLIC STATEMENTS None

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

By consensus, Councilmembers recessed to Closed Session. Councilmember Solorio joined via remote location at 5:16 p.m.

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

SAN FERNANDO CITY COUNCIL

MINUTES –Special Meeting October 7, 2024

Page 2 of 2

San Fernando Public Employees’ Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-Time Employees’ Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

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

Three (3) Matters

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla stated in regards to Agenda Item A there was no reportable action. In regards to Agenda Item B, two of three matters were discussed but no reportable action given.

ADJOURNMENT (6:21 p.m.)

The City Council adjourned the special meeting to the regular meeting on October 7, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 7, 2024, Special meeting and approved by the San Fernando City Council at the meeting of _____.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: October 21, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-102 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Division 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. 24-102, including:
 - Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND / WARRANT REGISTER NO. 24-102**

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

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 21st 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. 24-102, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 21st 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
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237750	10/21/2024	894486 21 CLETS, LLC	437		RGSTR-EMOTIONAL INTELLIGENCE TF 001-225-3688-4360	250.00
Total :						250.00
237751	10/21/2024	891587 ABLE MAILING INC.	39767	13205	MAILING AND FULFILLMENT SERVICES 070-382-0000-4300	133.18
			39768	13205	072-360-0000-4300	133.18
					WATER ENVELOPE STORAGE-SEPT 20 070-382-0000-4300	15.00
					072-360-0000-4300	15.00
Total :						296.36
237752	10/21/2024	894883 ACOSTA, STEVE	846689		SENIOR TRIP REFUND - PLACITA OLVE 004-2383	32.00
			846690		SENIOR TRIP REFUND - PLACITA OLVE 004-2383	32.00
Total :						64.00
237753	10/21/2024	894406 ADVANCE AUTO PARTS	8681425626349		VEH. SERVICE, MAINTENANCE AND RE 041-1215	463.04
			8681426126737		CREDIT-ITEM RETURNED 041-1215	-463.04
			8681426426881	13254	VEH. SERVICE, MAINT. & REPAIR PART 041-320-0311-4400	77.16
Total :						77.16
237754	10/21/2024	894315 AG LAWNMOWER SHOP	0149	13283	SMALL EQUIPMENT REPAIR (LAWNMO 001-346-0000-4300	50.00
			0150	13283	SMALL EQUIPMENT REPAIR (LAWNMO 043-390-0000-4300	412.69
			0484	13283	SMALL EQUIPMENT REPAIR (LAWNMO 043-390-0000-4300	184.98
			0551	13283	SMALL EQUIPMENT REPAIR (LAWNMO 043-390-0000-4300	267.99
Total :						915.66

Page: 1

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237755	10/21/2024	894683 AGILE OCCUPATIONAL MEDICINE PC	EM029790		VACCINES 001-133-0000-4260	325.00
Total :						325.00
237756	10/21/2024	894884 ALARCON, JAMES	62-2272-09		WATER ACCT REFUND-422 HARDING 070-2010	35.13
Total :						35.13
237757	10/21/2024	892271 ALL STAR ELITE SPORTS	4026	13239	RCS SPORTS PROGRAM AND STAFF U 017-420-1328-4300	359.52
			4457	13239	RCS SPORTS PROGRAM AND STAFF U 017-420-1330-4300	534.56
			4599	13239	RCS SPORTS PROGRAM AND STAFF U 017-420-1330-4300	2,444.59
Total :						3,338.67
237758	10/21/2024	894878 ALVARADO, TERESA	846698		SENIOR TRIP REFUND - AQUARIUM OF 004-2383	50.00
Total :						50.00
237759	10/21/2024	894881 AMBRIZ, BRIDGET	846699		SENIOR TRIP REFUND - AQUARIUM OF 004-2383	60.00
Total :						60.00
237760	10/21/2024	894879 AMBRIZ, HENRY	846700		SENIOR TRIP REFUND - AQUARIUM OF 004-2383	60.00
Total :						60.00
237761	10/21/2024	891069 AMERICAN ASPHALT SOUTH, INC.	2024-1971	13176	PHASE 3 ANNUAL STREET RESURFACI 025-311-0560-4600	215,491.87
				13176	121-311-0560-4600	77,006.25
				13176	024-311-0560-4600	96,884.13
				13176	011-311-0560-4600	52,427.50
					025-2037	-10,774.59
					121-2037	-3,850.31
					024-2037	-4,844.21
					011-2037	-2,621.38

Page: 2

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237761	10/21/2024	891069 891069 AMERICAN ASPHALT SOUTH, INC.	(Continued)			Total : 419,719.26
237762	10/21/2024	100184 ANDERSON TROPHY CO.	724318	13224	TROPHIES FOR YOUTH AND ADULT SP 017-420-1328-4300	2,256.11 Total : 2,256.11
237763	10/21/2024	892412 AT&T MOBILITY	287297930559X1010202 287340014777X1004202		MDT MODEMS-PD UNITS-SEPT 2024 001-222-0000-4220 PERSONNEL MANAGER CELL PHONE I 001-133-0000-4220	1,024.78 50.47 Total : 1,075.25
237764	10/21/2024	893939 AXON ENTERPRISES, INC	INUS285018	12579	BODY/VEHICLE CAMERA SYSTEM AND 010-225-3698-4500	27.75 Total : 27.75
237765	10/21/2024	894842 BATTERY POWER INC	433406		BATTERIES FOR FLEET 041-1215	317.43 Total : 317.43
237766	10/21/2024	888443 BAVCO	295340		MALL BACKFLOW REPAIR & SUPPLIES 030-341-0000-4300	283.51 Total : 283.51
237767	10/21/2024	894876 BENDREL, LAURAENTINA	844549		FACILITY RENTAL DEP REFUND 001-2220	101.25 Total : 101.25
237768	10/21/2024	893591 BIOMEDICAL WASTE DISPOSAL	143648		BIOMEDICAL WASTE PICK-UP & DISPO 001-222-0000-4260	110.00 Total : 110.00
237769	10/21/2024	894723 BORJA, ROSEMARY	846693 846694		SENIOR TRIP REFUND - PLACITA OLVE 004-2383 SENIOR TRIP REFUND - PLACITA OLVE 004-2383	32.00 32.00 Total : 64.00

Page: 3

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237770	10/21/2024	888800 BUSINESS CARD	062524-3		COFFEE TABLE 001-101-0000-4500	198.41
			081924		ANNUAL SUBSCRIPTION 001-105-0000-4260	360.00
			082624		ANNUAL WEBSITE HOSTING 001-135-0000-4270	359.88
			082624		CHATGPT PLUS MONTHLY SUBSCRIPT 001-105-0000-4380	20.00
			092424		CHATGPT PLUS MONTHLY SUBSCRIPT 001-105-0000-4380	20.00
			092624		DINNER FOR 2024 EXECUTIVE MANAG 001-105-0000-4270	183.32
			092724		DINNER FOR 2024 EXECUTIVE MANAG 001-105-0000-4270	218.51
			092724		CAR WASH VOUCHERS 001-152-0000-4300	323.88
			092724		JOB POSTING-POLICE COMMANDER 001-133-0000-4230	200.00
			092724-1		OFFICE & PROGRAM SUPPLIES 017-420-1334-4300	36.67
					001-423-0000-4300	30.36
			092724-2		ITEMS-REC TEEN PROGRAM 001-423-0000-4300	860.57
			093024		DINNER FOR 2024 EXECUTIVE MANAG 001-105-0000-4270	247.85
			093024		AIRFARE-SPRINGBROOK CONFERENC 001-130-0000-4370	523.94
			100124		LODGING-APA CALIFORNIA 2024 CONF 001-150-0000-4370	172.34
			100124		ANNUAL MEMBERSHIP DUES 001-130-0000-4380	150.00
			100124		ANNUAL MEMBERSHIP DUES 001-140-0000-4380	245.00
			100224		MONTHLY EMAIL - OCT 2024 001-135-0000-4260	2,017.18
			100224		JOB POSTING-POLICE COMMANDER 001-133-0000-4230	300.00

Page: 4

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237770	10/21/2024	888800 BUSINESS CARD	(Continued) 100224-1		ITEMS-REC TEEN PROGRAM 001-423-0000-4300	363.81
			100224-2		ITEMS-REC TEEN PROGRAM 001-423-0000-4300	171.98
			100224-3		SENIOR CLUB SUPPLIES 004-2346	20.94
			100224-4		BACKDROP-SENIOR CLUB EVENTS 004-2346	100.32
			100324		LODGING-APA CALIFORNIA 2024 CONF 001-150-0000-4370	582.39
			100324-1		SENIOR PROG SUPPLIES 004-2346	40.21
			100324-2		ITEMS-TEEN REC PROGAM 001-423-0000-4300	52.06
			100324-3		OFFICE SUPPLIES 001-133-0000-4300	72.28
			100324-4		TV MOUNTS 001-105-0000-4300	110.25
			100424		CONFERENCE RGSTR REFUND 001-105-0000-4370	-150.00
			100424-1		MISC SUPPLIES 001-105-0000-4300	54.40
			100424-2		ITEMS-TEEN REC PROGAM 001-423-0000-4300	842.55
					001-420-0000-4300	9.89
			100724-1		ITEMS-TEEN REC PROGAM 001-423-0000-4300	186.69
			100724-2		ITEMS-TEEN REC PROGAM 001-423-0000-4300	171.95
			100824		DINNER FOR CC MTG-10/07/24 001-101-0000-4300	128.97
			100924		SUBSCRIPTION-SMART LINK IRRIG CC 043-390-0000-4330	349.00
			100924		RGSTR-2024 CALBO CONFERENCE IN 001-140-0000-4370	965.00

Page: 5

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237770	10/21/2024	888800 888800 BUSINESS CARD	(Continued)		Total :	10,540.60
237771	10/21/2024	888800 BUSINESS CARD	091924-1		AIRFARE-SLI TRAINING IN FOLSOM ON 001-225-0000-4360	69.98
			091924-2		AIRFARE-SLI TRAINING IN FOLSOM ON 001-225-0000-4360	339.95
			091924-3		REFUND-AIRFARE-SLI TRAINING IN FO 001-225-0000-4360	-339.95
			092324		RGSTR-K9 RECERTIFICATION SEMINA 001-225-0000-4360	400.00
			092324		LODGING-EXECUTIVE DEVELOPMENT 001-222-0000-4360	873.40
			100224		RGSTR-SEX OFFEDER TRACKING TRA 001-224-0000-4360	250.00
			100424		LODGING-SLI TRAINING IN FOLSOM OI 001-225-0000-4360	320.70
					Total :	1,914.08
237772	10/21/2024	894404 CALIFORNIA BUILDING	3QTR2024		BSASRF FEE ASSESMENT DUES 001-2268	280.80
					Total :	280.80
237773	10/21/2024	892465 CANON SOLUTIONS AMERICA, INC.	6009291594	13211	FY 2024-2025 CANON MAINTENANCE 8 001-135-0000-4260	1,692.56
			6009496361	13211	FY 2024-2025 CANON MAINTENANCE 8 001-135-0000-4260	55.59
					Total :	1,748.15
237774	10/21/2024	892425 CASTRO, ANGELICA	100424		PHOTO BOOTH-DIA DE LOS MUERTOS 004-2385	300.00
					Total :	300.00
237775	10/21/2024	894010 CHARTER COMMUNICATIONS	0283057100524		LP PARK CABLE-10/05-11/04 001-420-0000-4260	279.33
			187701601100124		PW OPS CABLE-10/05-11/04 043-390-0000-4260	140.12
			187701701100124		CH CABLE-10/05 - 11/04	

Page: 6

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237775	10/21/2024	894010 CHARTER COMMUNICATIONS	(Continued)		001-190-0000-4220	191.43
			187701901091424		PD CABLE SRV-09/18-10/17	237.07
					001-222-0000-4260	237.07
					Total :	847.95
237776	10/21/2024	100731 CITY OF LOS ANGELES	WP250000016	13286	WASTE WATER OPERATIONS & MAINT	3,589.42
					072-360-0629-4260	3,589.42
					Total :	3,589.42
237777	10/21/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF250000005		FIRE SERVICES-NOV 2024	278,951.50
					001-500-0000-4260	278,951.50
					Total :	278,951.50
237778	10/21/2024	103029 CITY OF SAN FERNANDO	6633-6678		REIMB. TO WORKERS COMP ACCT	47,364.33
					006-1038	47,364.33
					Total :	47,364.33
237779	10/21/2024	890893 CITY OF SAN FERNANDO	OCT 2024		CITY PROPERTY UTILITY BILLING	27,033.67
					043-390-0000-4210	27,033.67
					Total :	27,033.67
237780	10/21/2024	894794 CIVICA LAW GROUP, APC	14502	13188	CODE ENFORCEMENT LEGAL SERVI	914.50
			14504	13188	CODE ENFORCEMENT LEGAL SERVI	968.50
					001-152-0000-4270	968.50
					Total :	1,883.00
237781	10/21/2024	894077 CIVICPLUS, LLC	317632		ANNUAL MUNICODE FULL SRVS CODE	945.00
					001-115-0000-4260	945.00
					Total :	945.00
237782	10/21/2024	100747 COASTLINE EQUIPMENT	1158760	13288	JOHN DEERE PARTS & SERVICE	5,787.10
			1161945	13288	JOHN DEERE PARTS & SERVICE	3,663.85
					070-383-0000-4400	3,663.85
					Total :	9,450.95

Page: 7

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237783	10/21/2024	894788 COMMUNITY BRIDGE HOUSING CORP	5632	13202	TEMPORARY HOUSING SERVICES-SEF	1,000.00
					028-155-0000-4270	1,000.00
					Total :	1,000.00
237784	10/21/2024	100805 COOPER HARDWARE INC.	140277	13255	MISCELLANEOUS SUPPLIES	204.81
			140278	13255	MISCELLANEOUS SUPPLIES	66.51
			140282	13255	MISCELLANEOUS SUPPLIES	62.75
					070-384-0000-4310	62.75
					Total :	334.07
237785	10/21/2024	887930 CPCA	8600		JOB POSITNG-POLICE COMMANDER	400.00
					001-133-0000-4230	400.00
					Total :	400.00
237786	10/21/2024	892306 CRUZ, GILDA	846701		SENIOR TRIP REFUND - AQUARIUM OF	60.00
			846702		SENIOR TRIP REFUND - AQUARIUM OF	50.00
					004-2383	50.00
					Total :	110.00
237787	10/21/2024	894613 CRUZ-QUIROZ, CARLOS	REIMB.		LUNCH-LIVESCAN TRAINING ON 10/02/	11.34
					001-225-0000-4360	11.34
					Total :	11.34
237788	10/21/2024	100516 CSULB FOUNDATION	092424		RGSTR-COURT & TEMPORARY HOLDIN	198.00
					001-225-3688-4360	198.00
					Total :	198.00
237789	10/21/2024	889794 CUELLAR, JULIE	OCT 2024		COMMISSIONER'S STIPEND	100.00
					001-310-0000-4111	100.00
					Total :	100.00
237790	10/21/2024	893114 DE LA PENNA, RICHARD	REIMB.		SAFETY BOOTS	256.21
					043-390-0000-4310	256.21
					Total :	256.21

Page: 8

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237791	10/21/2024	893293 DELGADO, DANIEL	TRAVEL		PER DIEM-SEX OFFENDER TRACKING 001-224-0000-4360	45.00 Total : 45.00
237792	10/21/2024	100930 DEPARTMENT OF CONSERVATION	JULY-SEPT 2024		STRONG MOTION INSTR.& SEISMIC H/ 001-2040	598.34 Total : 598.34
237793	10/21/2024	894560 DUDEK	202407393	13054	DOWNTOWN MASTER PLAN 121-107-3689-4270	4,161.45 Total : 4,161.45
237794	10/21/2024	891650 ENTERPRISE FLEET	467560A-100424	13278 13278 13278	LEASE OF TEN VEHICLES FOR 3 DIVIS 041-420-0000-4500 041-311-0000-4500 041-152-0000-4500 041-311-0000-4500	932.86 9,477.60 1,627.58 -175.18 Total : 11,862.86
237795	10/21/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800063838	13226	FULL-SERVICE ENVIRONMENTAL CITY 070-384-0000-4260	9,150.00 Total : 9,150.00
237796	10/21/2024	103851 EVERSOFIT, INC.	R2507357		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	237.31 Total : 237.31
237797	10/21/2024	893800 FAJARDO, JOANNE	SEPT 2024	13282	SENIOR ZUMBA AND CHAIR ZUMBA IN: 017-420-1322-4260	298.00 Total : 298.00
237798	10/21/2024	101144 FANTASY FLOWERS & BALLOONS	092624		PLANT FOR SENIOR CLUB 004-2380	66.95 Total : 66.95
237799	10/21/2024	894882 FLORES, MARIA	846703		SENIOR TRIP REFUND - AQUARIUM OF 004-2383	20.00

Page: 9

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237799	10/21/2024	894882 894882 FLORES, MARIA	(Continued)			Total : 20.00
237800	10/21/2024	894533 FOSTER & FOSTER, INC.	33072	13291	GASB 75 OPEB REPORT FOR FYE 2024 001-130-0000-4260	9,300.00 Total : 9,300.00
237801	10/21/2024	893983 FRITZ, JULIA	REIMB.		FOOD-2024 CITY EMP. BBQ EVENT 001-133-0000-4430	74.27 Total : 74.27
237802	10/21/2024	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172 209-151-4939-102990 209-188-4361-031792 209-188-4362-031792 209-188-4363-031892 818-361-2385-012309 818-361-6728-080105 818-361-7825-120512 818-365-0026-071223 818-365-5097-12098 818-837-1509-032207 818-837-2296-031315		MWD METER 070-384-0000-4220 MUSIC CHANNEL 001-190-0000-4220 RCS PHONE LINES 001-420-0000-4220 POLICE PHONE LINES 001-222-0000-4220 VARIOUS PHONE LINES 001-190-0000-4220 070-384-0000-4220 001-420-0000-4220 MTA PHONE & CREDIT CARD PHONE L 007-440-0441-4220 001-190-0000-4220 ENGINEERING FAX LINE 001-310-0000-4220 RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220 PD NON EMERGENCY PHONE LINE 001-222-0000-4220 POLICE NARCOTICS VAULT 001-222-0000-4220 PUBLIC WORKS PHONE LINE 001-190-0000-4220 VARIOUS CITY HALL LINES 001-190-0000-4220	43.23 39.34 128.23 1,057.96 91.28 372.09 264.35 74.70 149.39 45.84 76.45 384.36 31.26 45.84 386.73

Page: 10

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237802	10/21/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 818-838-4969-021803		POLICE DEPT ALARM PANEL 001-222-0000-4220	169.46
			818-898-7385-033105		LAS PALMAS PARK FAX LINE 001-420-0000-4220	35.33
					Total :	3,395.84
237803	10/21/2024	888728 GALLEGOS, ROBERT	REIMB.		LUNCH-ARREST & CONTROL TRAINING 001-225-0000-4360	15.00
					Total :	15.00
237804	10/21/2024	893947 GEC EVENTS	0416		DJ SRVS-SENIOR HALLOWEEN DANCE 004-2346	350.00
					Total :	350.00
237805	10/21/2024	894730 GONZALEZ, JESUS	REIMB.		SWRCB-DWOCPT CERT REQUEST 070-381-0000-4360	70.00
					Total :	70.00
237806	10/21/2024	894841 GONZALEZ, MICAELA	REIMB.		12 CLAY POTS 004-2346	52.52
					001-424-0000-4300	4.09
					Total :	56.61
237807	10/21/2024	893344 GRAND ELECTRICAL SUPPLY	201553		LED WALL PACK-LP PARK 043-390-0000-4300	121.28
					Total :	121.28
237808	10/21/2024	893031 GUZMAN, SYLVIA	1623087		SENIOR TRIP REFUND - AQUARIUM OF 004-2380	20.00
			1623088		SENIOR TRIP REFUND - AQUARIUM OF 004-2380	20.00
			1623090		SENIOR TRIP REFUND - AQUARIUM OF 004-2380	20.00
					Total :	60.00
237809	10/21/2024	890594 HEALTH AND HUMAN RESOURCE	E0330655		EAP-NOV 2024 001-133-0000-4260	250.90

Page: 11

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237809	10/21/2024	890594 890594 HEALTH AND HUMAN RESOURCE	(Continued)			Total : 250.90
237810	10/21/2024	894880 HERNANDEZ, MARIA L	846705		SENIOR TRIP REFUND - AQUARIUM OF 004-2383	60.00
					Total :	60.00
237811	10/21/2024	888309 HI 2 LO VOLTAGE WIRING CO, INC	21154		MONITORING SERVICES-OCT-DEC'24 001-222-0000-4260	75.00
					Total :	75.00
237812	10/21/2024	893804 INDUSTRIAL SHOEWORKS	1100-1425956		SAFETY BOOTS 070-384-0000-4310	209.48
					Total :	209.48
237813	10/21/2024	893275 INTERWEST CONSULTING GROUP	631702	13250	ON-CALL PROFESSIONAL BUILDING & 001-140-0000-4270	12,540.00
					Total :	12,540.00
237814	10/21/2024	101650 INTOXIMETERS, INC.	770328		PAS MOUTH PIECES 001-222-0000-4300	83.15
					Total :	83.15
237815	10/21/2024	891777 IRRIGATION EXPRESS	15299573-00	13258	IRRIGATION SUPPLIES FOR REPAIRS & 001-311-0000-4300	111.62
			15300135-00	13258	IRRIGATION SUPPLIES FOR REPAIRS & 070-383-0000-4310	152.97
			15300243-00	13258	IRRIGATION SUPPLIES FOR REPAIRS & 070-384-0000-4310	833.92
			15300347-00	13258	IRRIGATION SUPPLIES FOR REPAIRS & 070-383-0000-4310	183.59
					Total :	1,282.10
237816	10/21/2024	894144 JIMENEZ, DAVID	SEPT 2024		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	91.00
					Total :	91.00
237817	10/21/2024	894007 KARINA SWEEPING COMPANY	0032	13276	SEPT'24-SWEEPING SERVICES AT CITY 023-311-0000-4260	7,200.00

Page: 12

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237817	10/21/2024	894007 894007 KARINA SWEEPING COMPANY	(Continued)			Total : 7,200.00
237818	10/21/2024	101990 L.A. COUNTY METROPOLITAN	6023157		TAP CARDS-JULY 2024 007-440-0441-4260	19.20
			6023325		TAP CARDS - AUG 2024 007-440-0441-4260	57.60
			6023712		TAP CARDS - SEPT 2024 007-440-0441-4260	38.40
					Total :	115.20
237819	10/21/2024	101848 LANGUAGE LINE SERVICES	11402279		INTERPRETATION SERVICES 001-222-0000-4260	8.46
					Total :	8.46
237820	10/21/2024	101852 LARRY & JOE'S PLUMBING	2297784-0001-02		MAT'L'S FOR SINK REPAIR-REC PARK 043-390-0000-4300	137.73
					Total :	137.73
237821	10/21/2024	893063 LEON, MIGUEL	REIMB.		REIMB-SENIOR CLUB ACTIVITIES 004-2380	152.56
			REIMB.-1		REIMB-SENIOR CLUB ACTIVITIES 004-2380	105.12
			REIMB.-2		REIMB-SENIOR CLUB ACTIVITIES 004-2380	333.44
					Total :	591.12
237822	10/21/2024	892477 LOWES	9747-93997		SAFETY EQUIPMENT 001-311-0000-4300	187.11
			9747-94006		MISC SUPPLIES 041-320-0000-4300	138.23
					Total :	325.34
237823	10/21/2024	889127 MAINTENANCE SUPERINTENDENTS	1E28BD258A		MEMBERSHIP DUE 070-381-0000-4370	92.70
					Total :	92.70
237824	10/21/2024	894489 MARQUEZ, KENYA	REIMB.		MILEAGE REIMB. - MEASURE A SUMMI 001-155-0000-4370	65.46

Page: 13

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237824	10/21/2024	894489 894489 MARQUEZ, KENYA	(Continued)			Total : 65.46
237825	10/21/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	39.33
			7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	38.60
					Total :	77.93
237826	10/21/2024	894221 MELTON, ERICA D.	1-12		PETTY CASH REIMBURSEMENT 001-105-0000-4370	66.73
					001-222-0000-4300	78.24
					001-133-0000-4300	102.32
					001-150-0000-4300	34.97
					001-152-0000-4300	31.74
					001-310-0000-4320	6.70
					001-420-0000-4360	7.99
					017-420-1399-4300	33.02
					Total :	361.71
237827	10/21/2024	102148 METROPOLITAN WATER DISTRICT	11600		AUG'24-MWD MONTHLY CAPACITY CH/	
			11630	13279	070-384-0000-4430	4,946.67
			49887	13279	SEPT'24-MWD MONTHLY CAPACITY CH/	
			49889	13279	070-384-0000-4430	4,946.67
					PENALTY-MWD MONTHLY CAPACITY C	
					070-384-0000-4430	49.47
					PENALTY-MWD MONTHLY CAPACITY C	
					070-384-0000-4430	49.47
					Total :	9,992.28
237828	10/21/2024	102226 MISSION LINEN SUPPLY	522395590		LAUNDRY SERVICES FOR PD 001-225-0000-4350	383.85
			522440165	13252	LAUNDRY SERVICES FOR PD 001-225-0000-4350	383.85
			522487551	13252	LAUNDRY SERVICES FOR PD 001-225-0000-4350	383.85
					Total :	1,151.55

Page: 14

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237829	10/21/2024	893343 MOHR, NICOLE	OCT 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
237830	10/21/2024	893934 MORA, JUAN LUIS	MCB-0924	13270	BASEBALL CONSULTANT AND UMPIRE 017-420-1330-4260	2,028.00 Total : 2,028.00
237831	10/21/2024	894499 MORENO, CRISTINA	REIMB.		TABLING SUPPLIES FOR BCRC PROG 001-107-0305-4300 001-420-0000-4390	167.55 133.67 Total : 301.22
237832	10/21/2024	894552 MORENO, FIDEL	846697 846708		SENIOR TRIP REFUND - PLACITA OLVE 004-2383 SENIOR TRIP REFUND - AQUARIUM OF 004-2383	32.00 50.00 Total : 82.00
237833	10/21/2024	894004 MURILLO, NICHOLAS	REIMB. REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270 K9 FOOD & SUPPLIES 001-225-0000-4270	162.29 206.95 Total : 369.24
237834	10/21/2024	102325 NAPA AUTO PARTS	6410-177115 83124 93024		VEHICLE MAINT-PW3464 072-360-0000-4400 SERVICE FEE-AUG 2024 041-320-0000-4300 SERVICE FEE-SEPT 2024 041-320-0000-4300	25.86 0.02 3.90 Total : 29.78
237835	10/21/2024	893348 NCSI	50177		BACKGROUND CHECKS 017-420-1337-4260 017-420-1330-4260	203.50 74.00 Total : 277.50

Page: 15

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237836	10/21/2024	894100 ODP BUSINESS SOLUTIONS , LLC	381312797001 381365879001 385553030001 385553631001 385840045001 385846941001 385846942001 386062175001 386728413001 386800349001 387055662001 387097997001 387102277001 387439555001 387440388001 387440391001 387867642001 387870157001		OFFICE SUPPLIES 001-422-0000-4300 OFFICE SUPPLIES 001-422-0000-4300 OFFICE SUPPLIES 001-422-0000-4300 OFFICE SUPPLIES 001-422-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-133-0000-4300 OFFICE SUPPLIES 001-133-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 070-381-0000-4300 043-390-0000-4300 HP TONER 070-383-0000-4300 072-360-0000-4300 OFFICE SUPPLIES 074-320-0000-4300 OFFICE SUPPLIES 074-320-0000-4300 OFFICE SUPPLIES 074-320-0000-4300 HP TONER 001-130-0000-4300 HP TONER	177.90 47.67 33.06 47.39 118.02 48.02 300.74 20.50 490.93 19.43 317.54 70.21 70.20 729.36 729.35 113.07 149.06 21.71 323.97

Page: 16

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237836	10/21/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			387881116001		001-130-0000-4300 OFFICE SUPPLIES	116.36
			387881212001		001-222-0000-4300 OFFICE SUPPLIES	106.02
			387881213001		001-222-0000-4300 OFFICE SUPPLIES	265.65
					001-222-0000-4300	34.96
					Total :	4,351.12
237837	10/21/2024	894631 OSMININA, ZHANNA	AUG-OCT 2024	13216	ACADEMIC ART CLASS INSTRUCTOR 017-420-1343-4260	1,248.00
					Total :	1,248.00
237838	10/21/2024	893564 PALACIOS, MARIA ELENA	846709		SENIOR TRIP REFUND - AQUARIUM OF 004-2383	50.00
					Total :	50.00
237839	10/21/2024	889545 PEREZ, MARIBEL	REIMB.		SUPPLIES FOR SPECIAL EVENTS 001-423-0000-4300	444.24
					Total :	444.24
237840	10/21/2024	887646 PLUMBERS DEPOT INC	PD-57114	13273	REPAIRS NEEDED FOR PW SEWER VE 072-360-0000-4400	6,096.98
					Total :	6,096.98
237841	10/21/2024	894874 PORAC	39		RGSTR-INTERAL AFFAIRS COURSE ON 001-225-0000-4360	250.00
					Total :	250.00
237842	10/21/2024	893933 PORTA-STOR	434150		MCB STORAGE BIN RENTAL-SEPT 202- 017-420-1330-4260	82.00
					Total :	82.00
237843	10/21/2024	894746 PRECISION CIVIL	30406	13179	ZONING CODE UPDATES - 08/01-09/20 001-150-0000-4270	10,126.00
					Total :	10,126.00

Page: 17

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237844	10/21/2024	102688 PROFESSIONAL PRINTING CENTERS	22698		PRE-PRINTED FORMS	
			22736	13274	001-130-0000-4300 PRE-PRINTED FORMS	391.39
			22742	13274	001-311-0000-4310 PRE-PRINTED FORMS	1,033.59
				13274	070-382-0000-4300	68.91
				13274	072-360-0000-4300	68.90
			22743		PRE-PRINTED FORMS	
				13274	070-382-0000-4300	806.21
				13274	072-360-0000-4300	806.20
					Total :	3,175.20
237845	10/21/2024	890004 PTS	2127887		PD PAY PHONE-NOV 2024 001-190-0000-4220	88.00
					Total :	88.00
237846	10/21/2024	893553 QUADIENT LEASING USA, INC	q1534090	13246	POSTAGE MACHINE QUARTERLY LEAS 001-190-0000-4280	1,331.41
					Total :	1,331.41
237847	10/21/2024	894306 QUENCH USA, INC.	INV07972744		DRINKING WATER 001-222-0000-4300	114.61
					Total :	114.61
237848	10/21/2024	894408 RINCON CONSULTANTS INC	60086	13180	RESIDENTIAL LANDSCAPE ORDINANC 001-150-0000-4270	6,248.25
					Total :	6,248.25
237849	10/21/2024	102855 RIO HONDO COLLEGE	F23-152-ZSFN		RGSTR-PC 832 COMM & ARREST METH 001-225-0000-4360	150.00
					Total :	150.00
237850	10/21/2024	893774 RJS WORK BOOTS LLC	101-34337		SAFETY BOOTS 043-390-0000-4310	261.71
			101-34354		SAFETY BOOTS 043-390-0000-4310	224.48
			101-34412		SAFETY BOOTS	

Page: 18

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237850	10/21/2024	893774 RJS WORK BOOTS LLC	(Continued)			
			101-34413		043-390-0000-4310 SAFETY BOOTS	224.48
			101-34428		001-346-0000-4310 SAFETY BOOTS	250.76
			101-34441		001-311-0000-4310 SAFETY BOOTS	257.33
			101-34563		043-390-0000-4310 SAFETY BOOTS	100.00
					043-390-0000-4310	224.48
					Total :	1,543.24
237851	10/21/2024	894782 SALCEDO, JULIO	REIMB.		FOOD FOR TEEN PROG OPENING DAY	
					001-423-0000-4300	111.62
					Total :	111.62
237852	10/21/2024	103057 SAN FERNANDO VALLEY SUN	12372		AD-TRANS TAX TOWN HALL MTG	
			12374		001-190-0000-4267 RFP PUBLICATION-SECURITY CAMER	939.02
					001-115-0000-4230	74.25
					Total :	1,013.27
237853	10/21/2024	894786 SANDY FACE PAINTING & TWIST	100424		FACE PAINTING SRVS - DIA DE LOS ML	
					004-2385	850.00
					Total :	850.00
237854	10/21/2024	894875 SAVAGE TRAINING GROUP LLC	2804		RGSTR-CRITICAL INCIDENT RESPONS	
					001-225-0000-4360	474.00
					Total :	474.00
237855	10/21/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22488	13289	BUILDING INSPECTOR SERVICES	
					001-140-0000-4270	3,278.10
					Total :	3,278.10
237856	10/21/2024	894619 SILVA, JASON	REIMB.		LUNCH-LIVESCAN TRAINING ON 10/02/	
					001-225-0000-4360	15.00
					Total :	15.00

Page: 19

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237857	10/21/2024	887466 SIMON'S POWER EQUIPMENT, INC.	236604		REPLACE (2) CHAIN SAWS	
					001-346-0000-4300	1,138.78
					Total :	1,138.78
237858	10/21/2024	103184 SMART & FINAL	0154		REFRESHMENTS-NEIGHBORHOOD W/	
			17803		001-222-0000-4300 BREAK ROOM SUPPLIES	35.99
					001-422-0000-4300	86.13
					Total :	122.12
237859	10/21/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	12,187.20
					029-335-0000-4210	3,678.04
					070-384-0000-4210	17,939.11
					074-320-0000-4210	9,457.51
					043-390-0000-4210	12,012.54
			700136176526		ELECTRIC METER FOR MALL-MACLAY	
					030-341-0000-4210	77.82
			700363532503		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	17,374.37
			700826276457		ELECTRIC-799 JESSIE	
					043-390-0000-4210	0.75
			8001219786		ELECTRIC-190 PARK	
					027-344-0000-4210	781.39
			8004643373		ELECTRIC-910 FIRST	
					043-390-0000-4210	9,875.43
					Total :	83,384.16
237860	10/21/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS-CNG STATION	
					074-320-0000-4402	11,495.83
					Total :	11,495.83
237861	10/21/2024	894311 SPECTRUMVOIP	445233		CITYWIDE LONG DISTANCE VOIP-NOV	
					001-190-0000-4220	209.89
					Total :	209.89
237862	10/21/2024	894649 STERLING ADMINISTRATION	806621		FSA FUNDING CONTRIBUTION	

Page: 20

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237862	10/21/2024	894649 STERLING ADMINISTRATION	(Continued)			
			808532		004-2365 FSA FUNDING CONTRIBUTION 004-2365	506.64 506.64
					Total :	1,013.28
237863	10/21/2024	893955 TALLEY, BRIDGET LAINE	SEPT 2024		CHAIR YOGA INSTRUCTOR 017-420-1321-4260	147.00
					Total :	147.00
237864	10/21/2024	101528 THE HOME DEPOT CRC	072624		FINANCE CHARGES 070-384-0000-4300	225.77
			082624		FINANCE CHARGES 070-383-0000-4300	259.60
			092524		FINANCE CHARGES 043-390-0000-4300	66.35
			12867		WELL 4A SUPPLIES-SPIGOT LEAK 070-384-0000-4310	183.31
			2341447		TOOLS & SUPPLIES 070-384-0000-4310	327.71
			2553809		MATL'S TO INSTALL ICE MACHINE-RCS 001-420-0000-4300	50.63
			3121884		TABLE 041-320-0000-4300	85.12
			3447282		LADDER 001-422-0000-4300	161.20
			3902878		LADDER HOOK 001-422-0000-4300	5.53
			5341151		SMALL TOOLS 001-311-0000-4300	119.32
			5380169		MATL'S FOR MALL WATERING 030-341-0000-4300	99.06
			5533554		PD BLINDS & POLES 043-390-0000-4300	688.73
			6510017		MISC SUPPLIES 070-383-0000-4310	74.72
			7801941		MATL'S FOR KITCHEN REPAIR-RCS PA	

Page: 21

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237864	10/21/2024	101528 THE HOME DEPOT CRC	(Continued)			
			8662451		043-390-0000-4300 WATER LINE-WELL 7	221.60
			9125598		070-384-0000-4330 MISC SUPPLIES	30.87
			9380182		070-383-0000-4310 MATL'S FOR GRAFFITI REMOVAL 001-312-0000-4300	67.56 1,211.46
			9380183		MATL'S FOR GRAFFITI REMOVAL 001-312-0000-4300	180.49
			974275		TRASH BAGS-MALL MAINT 030-341-0000-4300	1,003.61
					Total :	5,062.64
237865	10/21/2024	894052 THE LANGUAGE PROS, INC.	1856		INTERPRETATION & TRANSLATION SRV 001-101-0000-4270	405.00
			1862	13219	INTERPRETATION AND TRANSLATION : 001-101-0000-4270	906.81
					Total :	1,311.81
237866	10/21/2024	894286 THE SORAYA AT CSUN	929		(30) TICKETS FOR LEYENDAS DEL MAF 004-2380	1,200.00
					Total :	1,200.00
237867	10/21/2024	101024 THE VALLEY ECONOMIC ALLIANCE	5548		ANNUAL MEMBERSHIP DUES-FY24/25 001-190-0000-4380	5,000.00
					Total :	5,000.00
237868	10/21/2024	890817 THE WALKING MAN, INC.	F3786	13220	DISTRIBUTION OF ORD. NO. 1710 POS 001-150-0000-4230	1,750.00
					Total :	1,750.00
237869	10/21/2024	890833 THOMSON REUTERS	850823298	13260	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	304.21
					Total :	304.21
237870	10/21/2024	893504 TOWN HALL STREAMS, LLC	16020		STREAMING SERVICES-OCT 2024	

Page: 22

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 23

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237870	10/21/2024	893504 TOWN HALL STREAMS, LLC	(Continued)		001-115-0000-4260	175.00
					Total :	175.00
237871	10/21/2024	887568 TRANS TECH	012650		VEHICLE MAINT-PW2116 041-320-0311-4400	2,475.00
					Total :	2,475.00
237872	10/21/2024	103413 TRANS UNION LLC	09403412		CREDIT CHECK SERVICES 001-222-0000-4260	85.00
					Total :	85.00
237873	10/21/2024	890998 TRUJILLO, RODOLFO	OCT 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
237874	10/21/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMB TO POSTAGE MACHINE 001-190-0000-4280	1,500.00
					Total :	1,500.00
237875	10/21/2024	103463 U.S. POSTMASTER	OCT 2024		POSTAGE-OCT UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	718.67 718.67
					Total :	1,437.34
237876	10/21/2024	103444 ULTRA GREENS, INC	56905 74838		ROSES-MACLAY POTS 001-311-0000-4300 ROSES-MACLAY POTS 001-311-0000-4300	39.42 157.68
					Total :	197.10
237877	10/21/2024	103445 UNDERGROUND SERVICE ALERT	24-251138 920240695		CA STATE FEE REGULATORY COSTS 070-381-0000-4260 (62) SNF01 NEW TICKET CHARGES 070-381-0000-4260	30.96 354.10
					Total :	385.06
237878	10/21/2024	894328 VALDEZ, FABIAN	TRAVEL		PER DIEM-EXECUTIVE DEVEL. COURS	

Page: 23

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 24

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237878	10/21/2024	894328 VALDEZ, FABIAN	(Continued)		001-222-0000-4360	225.00
					Total :	225.00
237879	10/21/2024	894586 VALLEY VIEWS SFV MEDIA LLC	137		STAGE MANAGEMENT FOR DIA DE LO: 004-2385	400.00
					Total :	400.00
237880	10/21/2024	100101 VERIZON WIRELESS-LA	9974463788		VARIOUS CELL PHONE PLANS & HOT S 001-105-0000-4220 001-222-0000-4220 001-152-0000-4220 001-420-0000-4220 028-155-0000-4300 043-390-0000-4310 070-384-0000-4220 072-360-0000-4220	49.90 76.02 180.08 40.01 40.01 254.10 490.25 102.70
			9974761966		PD CELL PHONE PLAN 001-222-0000-4220	662.30
			9974773826		CITY YARD STANDBY PHONE PLAN 072-360-0000-4220	36.90
					Total :	1,932.27
237881	10/21/2024	103673 WESTERN WATER WORKS SUPPLY CO.	1259821-00	13269	WATER SERVICE, FIRE HYDRANT MATI 070-383-0000-4310	8,960.82
					Total :	8,960.82
237882	10/21/2024	890970 WEX BANK	99962358		FUEL FOR CITY FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0222-4402 041-320-0224-4402 041-320-0225-4402 041-320-0228-4402 041-320-0311-4402 041-320-0320-4402 041-320-0370-4402	316.07 766.93 909.99 1,354.99 6,042.70 286.22 2,019.84 329.46 743.07

Page: 24

vchlist
10/17/2024 11:08:10AM

Voucher List
CITY OF SAN FERNANDO

Page: 25

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237882	10/21/2024	890970 WEX BANK	(Continued)			
					041-320-0390-4402	2,313.27
					041-320-0420-4402	83.40
					029-335-0000-4402	112.01
					070-381-0000-4402	77.21
					070-382-0000-4402	372.03
					070-383-0000-4402	611.96
					070-384-0000-4402	385.29
					072-360-0000-4402	742.95
					Total :	17,467.39
237883	10/21/2024	890008 WOODWARD, BRIAN	TRAVEL-7		PER DIEM-SLI TRAINING SESSION 7 IN	
					001-225-0000-4360	135.00
			TRAVEL-8		PER DIEM-SLI TRAINING SESSION 8 IN	
					001-225-0000-4360	135.00
					Total :	270.00
134	Vouchers for bank code :	bank3			Bank total :	1,083,258.11
134	Vouchers in this report				Total vouchers :	1,083,258.11

Voucher Registers are not final until approved by Council.

Page: 25

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-102

vchlist
10/03/2024 2:24:09PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
237743	10/3/2024	102519 P.E.R.S.	OCT 2024		HEALTH INS BENEFITS-OCT 2024 001-1160	197,256.91	
Total :						197,256.91	
1 Vouchers for bank code :		bank3				Bank total :	197,256.91
1 Vouchers in this report					Total vouchers :	197,256.91	

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-102

vchlist
10/10/2024 9:29:16AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
237744	10/10/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - OCT 2024 001-1160	2,563.47 Total : 2,563.47
237745	10/10/2024	103648 CITY OF SAN FERNANDO	PR 10/11/24		REIMB FOR PAYROLL W/E 10/4/24 001-1003 007-1003 027-1003 028-1003 029-1003 030-1003 041-1003 043-1003 070-1003 072-1003 074-1003 094-1003 110-1003	605,475.06 2,241.15 2,402.86 1,118.20 4,495.53 2,763.48 7,256.23 25,230.24 64,312.39 20,383.55 1,118.55 1,118.24 11,502.32 Total : 749,417.80
237746	10/10/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - OCT 2024 001-1160	195.30 Total : 195.30
237747	10/10/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - OCT 2024 001-1160	12,463.67 Total : 12,463.67
237748	10/10/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA STD/LTD INS BENEFITS - OCT 2 001-1160	2,480.00 Total : 2,480.00
237749	10/10/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - OCT 2024 001-1160	2,755.02 Total : 2,755.02

Page: 1

vchlist
10/10/2024 9:29:16AM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6		Vouchers for bank code : bank3				Bank total : 769,875.26
6		Vouchers in this report				Total vouchers : 769,875.26

Voucher Registers are not final until approved by Council.

Page: 2

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: October 21, 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. **Changes to each project since the last meeting have been tracked and are shown in red.**

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)

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

Page 2 of 33

- 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)
- **Presentation of Phase 1 Findings to City Council and Planning Preservation Commission (September 16, 2024)**

Next City Council Action: A follow up item is tentatively scheduled for the Planning and Preservation Commission at their regular meeting on November 12, 2024, to receive additional comments on the Phase 1 Findings. A subsequent item will be scheduled with City Council to receive final comments on the Phase 1 Findings and close the Public Hearing.

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)

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

Page 3 of 33

- 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).
- 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

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

Page 4 of 33

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.

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

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

Page 5 of 33

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 drafted a job specification for Council's consideration.**

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 scheduled for **October 21, 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.

Status: Current HAP implementation efforts include:

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

Page 6 of 33

- 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 Letter of Agency has been developed in coordination with the City Attorney and implemented by the Police Department.**
 - 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 21, 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 **on October 21, 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 has been executed. Staff continuously receives applications and has begun scheduling clean ups.**

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

Tentative Completion Date: June 2025

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

Page 7 of 33

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 18, 2024.

Tentative Completion Date: N/A

Receive and File Status Updates for Enhancements, Projects, and City Council PrioritiesPage 8 of 33

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, Fernandefio 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 16th 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.

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

Page 9 of 33

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: Community Engagement efforts leading up to the public hearing included updated project description on the City's website: <https://ci.san-fernando.ca.us/community-development/#planning>; a survey to obtain opinions regarding mixed use development design; two virtual workshops for property owners to explain the details and benefits of the overlays; a stakeholder meeting; and a Planning and Preservation Commission workshop on September 9, 2024.

A public hearing was scheduled before the Planning and Preservation Commission on October 14, 2024. The Commission voted to recommend the City Council not adopt an ordinance amending the Zoning Code to establish a mixed use overlay and amend the City's zoning map. In addition, the Commission adopted a resolution recommending the City Council amend the Corridors Specific Plan Land Use Map to add the Downtown and Flex Use Overlays to certain properties.

Next City Council Action: A public hearing is tentatively scheduled for November 18, 2024, to introduce ordinances 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. 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: 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 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).

Title: SCAG REAP 2.0 Grant

Description: The City was awarded \$791,818 under the SCAG REAP 2.0 Housing Infill on Public and Private Lands (HIPP) Program and \$333,182 under the Subregional Program (SRP) for a total

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

Page 10 of 33

of \$1,125,000. On January 25, 2024, the City was notified of the Governor's 2024-2025 State Budget proposal that included budget cuts including a reversion of the SCAG's REAP 2.0 programs. Fortunately, on July 29, 2024, the City was notified the REAP 2.0 program was able to resume and the City would receive its full award. SCAG immediately began working with the City to refine the scope of work (SOW), budget, and schedule.

The City's final SOW consists of five sub-projects that were identified as programs in the City's 2021-2029 Housing Element. In summary they are:

- Develop strategies for preventing displacement and maintaining affordable housing for disadvantaged community members and establishing supportive programs for tenants and homeowners to prevent displacement and affirmatively further fair housing. This will be in the form a Community Stabilization Manual.
- Update the 2002 Historic Survey to identify eligible historic resources throughout the City to promote conversion or preservation of historic commercial buildings into housing while also promoting improvement or expansion of residential buildings to maintain quality of existing housing, neighborhoods, and health of residents, and to address overcrowding.
- Update the City's density bonus ordinance to comply with state housing law and to establish a local density bonus ordinance with incentives encouraging affordable housing.
- Complete a comprehensive update to the Zoning Code and Corridors Specific Plan 5 (SP-5) to allow residential land use in currently restricted areas, increase development capacity for housing on underutilized or vacant infill sites, streamline the review process and comply with the latest state housing laws.
- Review and update the City's development process for housing developments to ensure potential barriers that may hinder housing construction are removed and a smoother and more efficient approval process for housing projects.

SCAG will procure a consultant on behalf of the City through a competitive procurement process, although the City will participate in the selection process. The consultant will then execute and complete the project. SCAG will manage the funding and pay the consultant directly for their work as well as complete all grant reports. The deadline for funds to be expended is June 30, 2025.

Next City Council Action: Consideration to approve a Memorandum of Understanding (MOU) between City and SCAG to receive REAP 2.0 funding; scheduled for October 21, 2024.

Tentative Completion Date: June 30, 2025

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

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

Page 11 of 33

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 December 9, 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 will be **tentatively scheduled for November 12, 2024**, 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 **January 2025**, to introduce an ordinance for first reading.

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

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

Page 12 of 33

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. Contractor is currently working on punch list items.

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.

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

Page 13 of 33

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.

Carlisle Street Green Alley Project Tentative Timeline

<u>Milestones</u>	<u>Tentative Date</u>
• Award of Tree People Contract	9/3/2024
• Design RFP Release	10/18/2024
• RFP Question Deadline	11/1/2024
• RFP Deadline	11/18/2024
• RFPs Review	11/19/2024-12/2/2024
• Staff Report Due	12/23/2024
• Recommend Award of Design Consultant Contract	1/6/2025
• Concept Deadline	2/28/2025
• Design 60%	5/29/2025
• Design 100%	8/29/2025
• Advertise	9/1/2025-9/26/2025
• Recommend Award of Construction Contract	10/13/2025
• Construction	11/3/2025-5/1/2026
• Notice of Completion	5/18/2026
• Project Closeout	June 2026

Next City Council Action: Approve and award a Professional Services Agreement for Engineering Design Services, tentatively scheduled for January 2025.

Tentative Completion Date: June 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

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

Page 14 of 33

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 significantly over budget. On October 16, 2024, staff met to discuss current project budget and measures to reduce project scope. Staff will be presenting recommendations to City Council in November 2024.

Next City Council Action: Discussion and Consideration to adjust the design based on budget constraints is tentatively scheduled for November 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

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



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

Page 16 of 33



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

Page 17 of 33

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 Fernandeno Tataviam Band of Mission Indians. Their 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 Fernandeno Tataviam Band of Mission Indians 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

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

Page 18 of 33

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:

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 construction contract has been executed and staff has submitted a purchase requisition to the Finance Department. Once a purchase order has been issued, staff will give the contractor a notice to proceed for ordering all equipment; traffic signal controllers and cabinets. Construction is anticipated to begin in December 2024.

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

Page 19 of 33

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 various signs. The project consist of several types of sign replacements including but not limited to traffic signs, wayfinding signs and trolley signs. The project will replace faded signs citywide including but not limited to: stop signs, speed limit signs, street sweeping, crosswalk signs, street name signs, wayfinding signs, and trolley signs. This project will be performed in phases; Phase I will consist of wayfinding and trolley signs. Phase II will consist of regulatory, warning and guide signs. The City plans to coordinate with Los Angeles County Public Works for Phase II sign replacement.

Status: Staff will be releasing a Request for Proposal for the manufacturing and installation of Wayfinding Signs and Trolley Signs in October 2024. Staff will be meeting with Los Angeles County Public Works to discuss future projects including citywide sign replacement opportunities.

Next City Council Action: Consideration to award a contract for wayfinding signs and trolley signs is tentatively scheduled for December 2024.

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

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

Page 20 of 33

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: METRO disqualified the proposal from the lowest bidder due to the contractor not meeting all aspects of the Disadvantage Business Enterprise requirement. The proposal from the second lowest bidder was submitted to METRO for review; METRO approved the proposal on October 17, 2024.

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. **The contractor is currently working on final punch list items.**

Status: Construction is 95% complete.

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

Tentative Completion Date: **January 2025**

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.

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

Page 21 of 33

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. On September 16, 2024, a Joint City Council/Planning and Preservation Commission meeting was held to discuss the Downtown Master Plan, this included a discussion on parking in the commercial corridors. On October 7, 2024, the City Council awarded a contract to IPS Solutions Inc. to upgrade all parking meters in the downtown area to smart meter.

Next City Council Action: A 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 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,

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

Page 22 of 33

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 was 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, tentatively scheduled for December 2024.

Tentative Completion Date: Planned construction completion date is April 2025.

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.

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

Page 23 of 33

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 in 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 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 which will be presented to City Council on October 21 for color selection.

Next City Council Action: Selection of color for exterior painting of City Hall and Police Department and Acceptance of project, scheduled for January 2025.

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

Page 24 of 33

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. **On October 7, 2024, the City Council received and filed a presentation on Downtown Mall area trash enclosures.**

Next City Council Action: **Present design renderings and cost estimates of trash enclosures is tentatively scheduled for February 2025.**

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.

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

Page 25 of 33

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 November 4, 2024.

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 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 initiate 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 Identify 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

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

Page 26 of 33

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: **November 4, 2024 – PD Vehicles**

Tentative Completion Date: Ongoing 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

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

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

Page 27 of 33

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. A Request for Proposals (RFP) for the Security Camera and Access Control Project was released on September 26, 2024. Site visits for interested bidders have been completed. The deadline for proposals has been extended from October 17, 2024 to October 24, 2024. Staff will evaluate the submissions and will present a recommendation to the City Council on November 18, 2024.

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

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

Page 28 of 33

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, 2024, 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 – **Staff participated in a project kick-off meeting on October 10, 2024. A requisition has been 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 November 2024.**

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

Page 29 of 33

eSubpoena – No additional City Council action required.

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

Tentative Completion Date: **Handheld Ticket Writers, December 2024; eSubpoena, November 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.

On October 10, 2024, SFPD officers conducted a Crime Suppression Detail focused on surveillance and patrol of high-crime areas within the City. The detail resulted in one (1) traffic stop and one (1) pedestrian stop with a narcotics arrest.

On October 12, 2024, SFPD conducted a Parking Enforcement Detail. During this detail, a Community Service Officer (CSO) assisted police officers with traffic control at a traffic collision, responded to one parking call for service, and issued 51 parking citations.

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

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

Page 30 of 33

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.

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

Recreation & Community Services.

Title: Afterschool Teen Program (Moved to Completed Items in Attachment "C").

Title: Park Opportunity Plan (Moved to Completed Items in Attachment "C").

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.

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

Page 31 of 33

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 **January 20, 2025**.

Tentative Completion Date: November 4, 2024

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

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

Page 32 of 33

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 January 6, 2025, 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.

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 from 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

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

Page 33 of 33

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. With 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

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

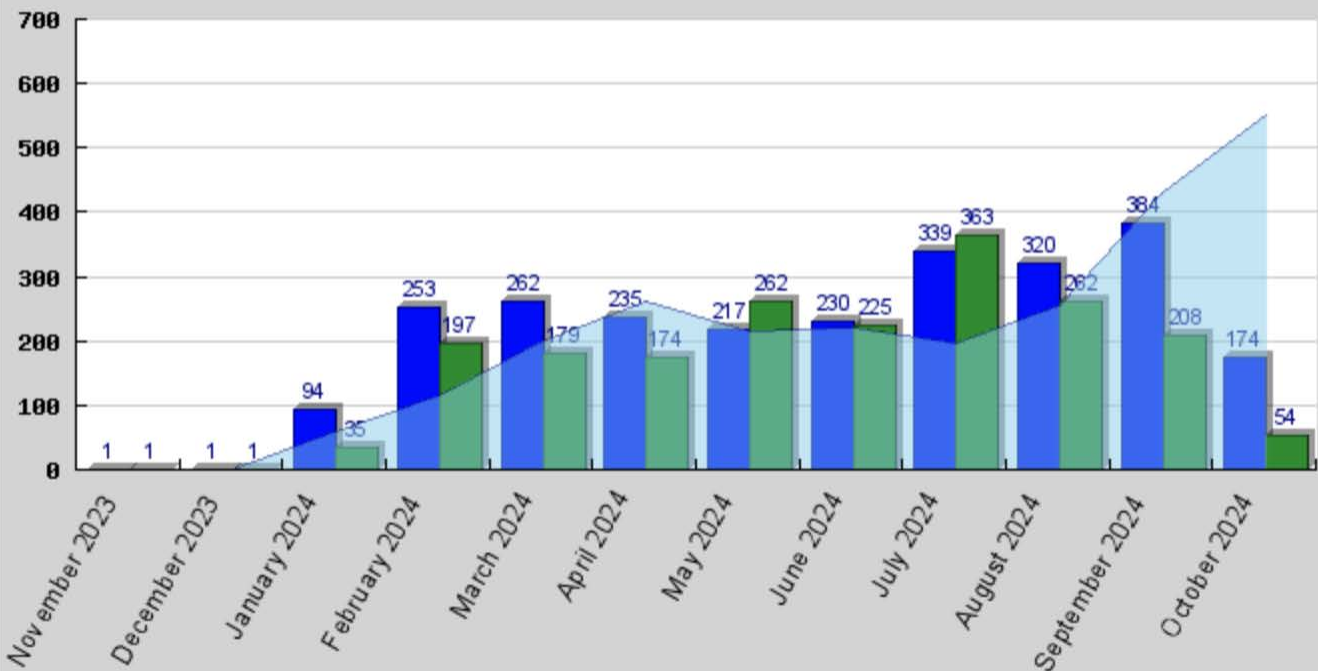
One Year Analysis of Opened Internal & External Requests
Ending October 2024

	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
Administration													
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
Total - Administration	2	0	0	0	0	0	0	0	0	0	0	0	2
City Clerk													
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
Total - City Clerk	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Development													
Building Code Violation	0	0	0	6	5	8	10	12	13	15	16	10	95
Graffiti on Private Property	0	0	3	53	68	59	42	56	54	49	61	39	484
Homelessness Outreach	0	0	12	20	16	10	14	8	21	12	17	13	143
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
Total - Community Development	0	0	27	79	89	77	66	76	88	76	94	62	734
Finance													
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
Total - Finance	0	0	0	0	0	0	0	0	0	0	0	0	0
Police													
Abandoned Vehicle	0	0	0	12	3	6	3	3	6	13	10	1	57
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
Total - Police	0	0	0	12	3	6	3	3	6	13	10	1	57
Public Works													
Bus Stop/Shelter Maintenance	0	0	0	0	0	0	0	0	0	0	3	0	3
City Facility/Restroom Mainten	0	0	0	0	0	0	0	0	0	1	1	0	2
City Trees	0	0	0	0	4	2	5	3	9	8	14	6	51
Graffiti and Sign Posting on P	1	1	38	66	50	56	60	52	82	95	93	32	626
Illegal Dumping and Litter	0	0	11	64	49	69	60	55	99	90	98	48	643
Park Maintenance	0	0	0	0	6	4	0	2	2	1	15	2	32

Sidewalk Repair	0	0	4	6	9	7	8	7	11	6	18	10	86
Storm Drain and Flooding	0	0	2	1	0	1	2	0	0	4	0	2	12
Street Lighting	0	0	10	12	14	5	7	15	15	12	18	4	112
Street Repair	0	0	2	11	38	5	4	9	8	6	11	3	97
Street Signage	0	0	0	1	0	3	2	4	17	7	2	3	39
Street Sweeping	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Signal	0	0	0	1	0	0	0	4	2	2	8	1	18
Trash & Bulky Items	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - Public Works	1	1	67	162	170	152	148	151	245	232	281	111	1721
Recreation and Community Services													
Facility Rentals	0	0	0	0	0	0	0	0	0	0	0	0	0
Recreation Programs	0	0	0	0	0	0	0	0	0	0	0	0	0
Social Services	1	0	0	0	0	0	0	0	0	0	0	0	1
Swimming Pool	0	0	0	0	0	0	0	0	0	0	0	0	0
Total - Recreation and Community Services	1	0	0	0	0	0	0	0	0	0	0	0	1
All Topics													
Total All Topics	4	1	94	253	262	235	217	230	339	321	385	174	2515

Open Vs. Closed Requests by Month

For Date Period 11/01/2023 through 10/31/2024



ARPA Expenditure Plan & Status Report

ITEM	STATUS	PROJECT/PROGRAM	BUDGETED	SPENT	CONTRACTED	Par
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	Park IT Server Room Transition	50,000	-	-	50,000
20	In Progress	Wifi at LP & Recreation Park w/Computer Rooms	25,000	10,634	-	14,366
Total			\$ 5,818,339	\$ 2,565,141	\$ 394,503	\$ 2,858,695

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

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.

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.

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 launched on 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 prepared the final report, which was presented to the Parks, Wellness and Recreation Commission on September 12, 2024. On October 7, 2024, the City Council received and filed the final Park Opportunity Plan.

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

Tentative Completion Date: Completed October 7, 2024

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: October 21, 2024

Subject: Consideration to approve a Memorandum of Understanding Establishing the Salary and Compensation Plan for San Fernando Management Group, Adopt a Resolution Approving the Job Specification for Planning Manager, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 2305) between the City of San Fernando and the San Fernando Management Group (SFMG) for a 5-year term (July 1, 2024 through June 30, 2029);
- b. Adopt Resolution No. 8340 (Attachment "B") approving job specification for a Planning Manager (Exhibit "1" to Attachment "B") job classification;
- c. Adopt Resolution No. 8341 (Attachment "C") amending the Salary Plan for Fiscal Year 2024-2025; and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On March 7, 2022, the City Council approved a three-year MOU with the San Fernando Management Group (Contract No. 2058) for the term from July 1, 2021 through June 30, 2024.
2. In April 2024, the City and San Fernando Management Group (SFMG) began negotiations for a successor MOU. City and SFMG met regularly between April 2024 and September 2024.

Consideration to approve a Memorandum of Understanding Establishing the Salary and Compensation Plan for San Fernando Management Group, Adopt a Resolution Approving the Job Specification for Planning Manager, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

Page 2 of 5

3. On July 1, 2024, the City Council approved the Fiscal Year (FY) 2024-2025 Adopted Budget, which included an enhancement for the Community Development Department to add a new Planning Manager position.
4. On October 9, 2024, the City and SFMG reached a tentative agreement on terms and conditions of a successor MOU (Attachment "D").

ANALYSIS:

A Memorandum of Understanding (MOU) is a collective bargaining agreement between the City and each respective bargaining unit representing City employees. The MOU covers wages, benefits, terms, and conditions of employment for represented employees. MOUs typically also outline working hours and conditions, leave, job health and safety policies, and grievance/disciplinary procedures, among other employment related items.

The San Fernando Management Group (SFMG) covers eight (8) positions, including the newly added Planning Manager, which make up the City's middle-management level employees. The SFMG bargaining unit is represented by Service Employees International Union Local 721 (SEIU 721).

After meeting on multiple occasions, the City and SFMG have tentatively agreed to a new MOU (Attachment "A"). The following provides a summary of provisions affecting salaries and benefits of unit employees through June 30, 2029. A full list of terms is included in Attachment "D":

1. Term (Article 1): July 1, 2024 – June 30, 2029 (5 Years)
2. Compensation (Article 5): The base salary will increase effective the first day of the first full pay period after City Council adoption of MOU, with a one-time retroactive payment to the first day of the first full payment of the MOU effective date (July 1, 2024). Each subsequent increase will be effective on the first day of the full pay period that includes July 1st.
 - a) July 1, 2024: 4.0%
 - b) January 1, 2025: 5.0%
 - c) July 1, 2025: 4.0%
 - d) July 1, 2026: 4.0%
 - e) July 1, 2027: 4.0%
 - f) July 1, 2028: 2.0%
3. Longevity (Article 6): The City will make the current longevity benefit available to all unit employees, regardless of hire date, by striking the following language from Article 6.01: ~~"Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay."~~

Consideration to approve a Memorandum of Understanding Establishing the Salary and Compensation Plan for San Fernando Management Group, Adopt a Resolution Approving the Job Specification for Planning Manager, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

Page 3 of 5

4. Education Incentive Pay (Article 8.01): The City will increase the Education Incentive Pay for those who qualify by earning a Master Degree in a related field from 2.0% to 4.0% above base pay.
5. Medical, Dental, and Vision Insurance (Article 9.01): The City will increase flex dollar allowances (i.e. cafeteria plan) with an annual adjustment based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 5.0%.
6. Retiree Health (Article 9.02): The City will increase the Tier 3 benefit contribution from \$150 per month to \$275 per month into a Retiree Health Savings Account.
7. Holiday Pay (Article 12.01): Official paid Holidays for unit employees shall be considered nine (9) hours leave with pay, or equivalent to the actual number of regularly scheduled work day hours.
8. Technology Stipend (Article 17.01): The City will increased the Technology Stipend from \$100 per month to \$125 per month.
9. Working Out of Class, Acting, and Interim Assignment Pay (Article 18): The City will update the respective definitions for each type of assignment to provide more clear definitions and update the pay to 8% for Acting Pay and 8% for Interim Assignment Pay. Working Out of Class Pay will remain at 5%.
10. Temporary Work from Home (New Article): Employees may request temporary work-from-home arrangements when circumstances prevent them from working on-site, such as health concerns, personal emergencies, or other situations, subject to approval by the appropriate Department Head.
11. Wellness Benefit (New Benefit): The City will reimburse certain wellness expenses in an amount not to exceed \$400 per fiscal year.
12. Paid Parental Leave (New Benefit): The City will now offer a Paid Parental Leave Program, with a new leave bank up to 480 hours (12 weeks) of paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave.

Planning Manager.

Concurrent with the MOU negotiations, staff met and conferred with SFMG to discuss the job specification for the new Planning Manager position. Based on the prior year salary comparison completed by the Human Resources Division (Attachment "E"), the recommended salary range

Consideration to approve a Memorandum of Understanding Establishing the Salary and Compensation Plan for San Fernando Management Group, Adopt a Resolution Approving the Job Specification for Planning Manager, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

Page 4 of 5

for the Planning Manager position is 75M (\$11,334 - \$13,774 per month). The duties of the new position will include, but are not limited to, the following activities:

- a. Processes development projects in a timely manner, manage large scale community planning efforts, including, but not limited to, General Plan, Specific Plan, Environment Justice, Zoning Code, and Housing Element updates.
- b. Provides direct staff oversight and a management position in the Community Development Department and support day-to-day operation of the Planning, Community Preservation, and Building Divisions.
- c. Serves as the direct manager for the Planning Division and other divisions, or to the Building Division and administrative staff, as assigned.
- d. Evaluates and improves the development process that includes Planning and Building activities.
- e. Assists with oversight and provide staff support as needed for the Planning and Preservation Commission.
- f. Leads the City’s initiatives related to the long range planning.
- g. Provides support to the current staff planner on day to day projects.
- h. Ensures compliance with federal, state, and local laws and regulations.

In order to implement the proposed changes, it is necessary to adopt the proposed resolution (Attachment “B”) to amend the FY 2024-2025 Salary Plan.

BUDGET IMPACT:

The total annual net additional cost of the proposed MOU is outlined in the table below:

Fiscal Year	General/Enterprise Funds	Retirement Fund
2024-2025 Additional Cost	\$126,000	\$22,500
2025-2026 Additional Cost	\$58,000	\$10,000
2026-2027 Additional Cost	\$60,000	\$10,500
2027-2028 Additional Cost	\$62,000	\$11,000
2028-2029 Additional Cost	\$32,000	\$5,500

Sufficient contingency funds have been included in the Fiscal Year 2024-2025 Adopted Budget to cover the additional cost.

Consideration to approve a Memorandum of Understanding Establishing the Salary and Compensation Plan for San Fernando Management Group, Adopt a Resolution Approving the Job Specification for Planning Manager, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

Page 5 of 5

CONCLUSION:

It is recommended that the City Council approve the MOU with SFMG (Attachment "A" – Contract No. 2305) for a 5-year term (July 1, 2024 through June 30, 2029); adopt a resolution approving the Job Specification for a Planning Manager; and adopt a resolution amending the Salary Plan for Fiscal Year 2024-2025; and authorize the City Manager to make non-substantive corrections and execute all related documents.

ATTACHMENTS:

- A. Contract No. 2305
- B. Resolution No. 8340, Including:
 - Exhibit "1": Planning Manager Job Specification
- C. Resolution No. 8341
- D. Tentative Agreement Term Sheet (10-9-2024)
- E. Planning Manager Salary Survey

**MEMORANDUM OF
UNDERSTANDING
(MOU)**

**San Fernando
Management Group
(SFMG)
&
City of San Fernando
(City)**

SFMG REPRESENTATION

Service Employees International
Union, Local 721

MOU TERM

July 1, 2024 – June 30, 2029

CITY CONTRACT NO.

2305

ADOPTION DATE

10/21/2024

ARTICLE 1 INTRODUCTION	1
1.01 PREAMBLE	1
1.02 RECOGNITION	1
1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)	1
ARTICLE 2 TERM	2
2.01 TERM	2
ARTICLE 3 CITY RIGHTS	2
3.01 CITY RIGHTS	2
ARTICLE 4 EMPLOYEE RIGHTS	2
4.01 EMPLOYEE RIGHTS	2
ARTICLE 5 SALARY	3
5.01 COST OF LIVING ADJUSTMENT/EQUITY ADJUSTMENTS ERROR! BOOKMARK NOT DEFINED.	
ARTICLE 6 LONGEVITY PAY	4
6.01 LONGEVITY	4
ARTICLE 7 BILINGUAL PAY	4
7.01 BILINGUAL	4
ARTICLE 8 EDUCATION INCENTIVE PAY	5
8.01 EDUCATION INCENTIVE PAY	5
ARTICLE 9 EMPLOYEE INSURANCE AND RETIREMENT BENEFITS	5
9.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES	5
9.02 MEDICAL INSURANCE FOR RETIREES	7

9.03	LIFE INSURANCE	8
<u>ARTICLE 10</u> RETIREMENT BENEFITS		8
10.01	RETIREMENT BENEFITS	8
10.02	EMPLOYER PAID MEMBER CONTRIBUTIONS	9
10.03	CALPERS COST SHARING	9
<u>ARTICLE 11</u> MANAGEMENT LEAVE		9
11.01	MANAGEMENT LEAVE	9
<u>ARTICLE 12</u> ANNUAL LEAVE		10
12.01	ANNUAL LEAVE	10
<u>ARTICLE 13</u> HOLIDAY LEAVE		10
13.01	HOLIDAY LEAVE	10
<u>ARTICLE 14</u> WORK SCHEDULE		11
14.01	REGULAR WORK SCHEDULE	11
14.02	MODIFIED WORK SCHEDULE	11
<u>ARTICLE 15</u> TUITION REIMBURSEMENT		12
15.01	TUITION REIMBURSEMENT	12
<u>ARTICLE 16</u> MILEAGE REIMBURSEMENT		12
16.01	MILEAGE REIMBURSEMENT	12
<u>ARTICLE 17</u> TECHNOLOGY STIPEND		13
17.01	TECHNOLOGY STIPEND	13
<u>ARTICLE 18</u> ACTING PAY		13
18.01	ACTING PAY	13

<u>ARTICLE 19</u>	<u>DISCIPLINARY PROCEDURES</u>	<u>14</u>
19.01	DISCIPLINARY PROCEDURES	14
<u>ARTICLE 20</u>	<u>LAYOFFS</u>	<u>14</u>
20.01	LAYOFFS	14
<u>ARTICLE 21</u>	<u>BEREAVEMENT LEAVE</u>	<u>14</u>
21.01	BEREAVEMENT LEAVE	14
<u>ARTICLE 22</u>	<u>OTHER PROVISIONS</u>	<u>15</u>
22.01	PROMOTIONAL DIFFERENTIAL	15
22.02	EXAMINATION TIME	15
<u>ARTICLE 23</u>	<u>DEDUCTIONS</u>	<u>15</u>
23.01	DEDUCTIONS	15
23.02	MAINTENANCE OF DUES PAYROLL DEDUCTIONS	ERROR! BOOKMARK NOT DEFINED.
<u>ARTICLE 24</u>	<u>PROVISIONS OF LAW AND SEVERABILITY</u>	<u>16</u>
24.01	PREVISIONS OF LAW AND SEVERABILITY	16
<u>ARTICLE 25</u>	<u>GRIEVANCE PROCEDURES</u>	<u>17</u>
25.01	GRIEVANCE PROCEDURES	17
<u>ARTICLE 26</u>	<u>SIGNATURE PAGE</u>	<u>17</u>

ARTICLE 1 INTRODUCTION

1.01 PREAMBLE

This "Memorandum of Understanding" ("MOU") is entered into by and between the Service Employees International Union Local 721 ("SEIU 721"), the San Fernando Management Group ("SFMG") (collectively referred to as SFMG/SEIU 721) and the City of San Fernando ("City"). This MOU has, as its purpose, the promotion of fair and harmonious relations between the City and SFMG/SEIU 721 and the employees it represents; the establishment of a fair, equitable, and peaceful procedure for the resolution of misunderstandings or differences which may arise under this MOU; and the establishment of wages, hours and terms and conditions of employment that significantly and adversely affect the employees covered by this MOU.

1.02 RECOGNITION

The City recognizes "SFMG/SEIU 721" as the exclusive bargaining representative of the employees in this unit, subject to the right of an employee to self-representation, however, any decision resulting from a grievance filed by an individual employee without the Union's involvement at any stage of the grievance procedure shall not: (1) be binding upon the Union, (2) set a precedent for future decisions, or (3) change the terms of this MOU which has been collectively bargained by the Union on behalf of the represented employees. The term "employee" or "employees" is used to refer to those employees in the following classifications: Administrative Analyst, Management Analyst, Senior Accountant, Deputy City Clerk/Management Analyst, Planning Manager, Public Works Operations Manager, Water Operations Manager, and Information Technology Systems Administrator, and such other classifications as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes an agreement and joint recommendation for ratification by the general membership of SFMG/SEIU 721, and approval and adoption in its entirety by the City Council of the City of San Fernando.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, the effective date of that ordinance, rule, regulation, etc. will be the same as the effective date provided for in this MOU, unless otherwise specified to become effective at a different date.

Except as specifically provided herein, the parties do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of representation.

ARTICLE 2 TERM

2.01 TERM

This MOU shall be effective beginning 12:00 A.M. on July 1, 2024, and shall terminate at 11:59 P.M. on June 30, 2029 (Five Years).

Either party to this MOU wishing to negotiate a successor MOU shall deliver to the other party by the end of April of the final year of the MOU, a formal request to reopen negotiations along with a list of negotiable working conditions proposed for meeting and conferring.

ARTICLE 3 CITY RIGHTS

3.01 CITY RIGHTS

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

ARTICLE 4 EMPLOYEE RIGHTS

4.01 EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of the employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

ARTICLE 5 SALARY

5.01 COST OF LIVING ADJUSTMENT

The City shall adjust the base salary for each represented unit classification as follows:

- Effective the first day of the first full pay period that includes July 1, 2024, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective the first day of the first full pay period that includes January 1, 2025, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective the first day of the first full pay period that includes July 1, 2025, the City shall increase the base salary for each represented unit classification by five percent (5.0%).
- Effective on the first day of the first full pay period that includes July 1, 2026, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective on the first day of the first full pay period that includes July 1, 2027, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective on the first day of the first full pay period that includes July 1, 2028, the City shall increase the base salary for each represented unit classification by two percent (2.0%).

5.02 DEFINITIONS

As used in this MOU, "Base salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays, and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (FLSA).

5.03 CALCULATION OF BENEFITS

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage-based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

ARTICLE 6 LONGEVITY PAY

6.01 LONGEVITY

Employees are eligible for Longevity Pay under the following terms:

1. Employees that have completed 10 years of continuous service with the City from date of hire will receive an additional 3% above their base salary step.
2. Employees that have completed 20 years of continuous service with the City from date of hire will receive an additional 1% above their previous first longevity step, for a total of 4% above the base salary.
3. Employees that have completed 30 years of continuous service with the City from date of hire will receive an additional 1% above the previous second longevity step, for a total of 5% above the base salary.

An employee on a leave of absence without pay, with the exception of federal or state family medical leave, and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

ARTICLE 7 BILINGUAL PAY

7.01 BILINGUAL

The City shall provide Bilingual Pay in the amount of \$100 per month to employees that satisfy the following conditions:

1. The employee has satisfactorily demonstrated to the City their fluency in the Spanish language, based on a bi-annual written and/or oral testing procedures as selected by the City; and
2. The employee is required, in the normal course of their duties, to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

ARTICLE 8 EDUCATION INCENTIVE PAY

8.01 EDUCATION INCENTIVE PAY

Employees who possess a Master’s degree or higher in a related field from an accredited educational institution prior to January 1, 2022 shall receive an additional 2% above their base salary step effective the first day of the full pay period that includes January 1, 2022. For employees who earn their Master’s degree after January 1, 2022, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of their newly acquired degree to the Personnel Division.

Effective the first full pay period after City Council adoption of this MOU, the City shall increase the Education Incentive Pay for those who qualify from 2.0% to 4.0% above their base salary.

ARTICLE 9 EMPLOYEE INSURANCE AND RETIREMENT BENEFITS

9.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES

The City contracts with the California Public Employees’ Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee’s Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents;
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

Employees shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

For 2024 and 2025, the monthly flex dollar allowances, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2024	January 1, 2025
Opt Out:	\$210	\$210
Employee only:	\$1,049	\$1,101
Employee + 1:	\$1,809	\$1,899
Family:	\$2,431	\$2,553

Beginning January 1, 2025, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 5.0%.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out" provision below, if the premiums and/or costs for the selected benefits are less than the monthly flex dollar allowance, employees shall have the following options to:

1. Purchase other benefits (i.e., dental and/or vision) and supplemental products, and have any excess flex dollars, up to the opt-out amount, currently \$210, converted to taxable income; or
2. Waive the other benefits (i.e., dental and/or vision) and supplemental products and have any excess flex dollars, up to the opt-out amount, currently \$210, converted to taxable income.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

If any other bargaining unit negotiates, or a Department Head receives, a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for SFMG to match the higher flex dollar amount.

Opt Out

Employees may elect to discontinue participation in the CalPERS Health Plan medical insurance coverage ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

- A. The employee electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- B. Upon proof of other coverage as set forth in Section A above, the employee may elect to waive the City's medical insurance coverage, and receive the sum of the most expensive dental and vision premiums, currently \$210, toward other items in the full flex cafeteria plan or convert it to taxable income.

- C. The employee must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.
- D. After electing to Opt Out, an employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.
- E. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a. Each employee may elect a flex dollar amount of a single employee; or
 - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

9.02 MEDICAL INSURANCE FOR RETIREES

The City provides retiree medical benefits as follows:

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents.
 - b. If retired on or after January 1, 2013, 100% paid medical insurance benefits for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015, and retire on or after July 1, 2015:
 - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan the employee selects for themselves and eligible dependents, except PERS Care plan, if the most expensive.
3. Retiree Medical Tier III: Employees hired on or after July 1, 2015, and subsequently retire from the City:
 - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, they will receive the PEMHCA minimum.
 - b. Effective November 1, 2024, the City shall contribute \$275 per month into the Retiree Health Savings (RHS) Plan, as designated by the City.

9.03 DISABILITY AND LIFE INSURANCE

The City shall provide all employees with a \$50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

The City shall provide Long Term Disability (LTD) and Short Term Disability (STD) insurance to unit employees at no cost to the employee.

ARTICLE 10 RETIREMENT BENEFITS**10.01 RETIREMENT BENEFITS**

The City shall provide retirement benefits to eligible employees through CalPERS as set forth below. The definitions of “new” member and “classic” member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

- a. First Tier: “Classic” members hired on or prior to November 12, 2005 receive 3% at 60 of the highest twelve (12) consecutive months’ compensation retirement calculation, as determined by CalPERS.
- b. Second Tier: “Classic” members hired after November 12, 2005 receive 2% at 55 of the highest twelve (12) consecutive months’ compensation retirement calculation, as determined by CalPERS.
- c. Third Tier: “New” members hired on or after January 1, 2013 receive 2% at 62 of the highest thirty-six (36) consecutive months’ compensation retirement calculation, as determined by CalPERS.

In accordance with the existing contracts with CalPERS, the City also provides the following retirement benefits to employees:

- a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- b. 5% Annual Cost of Living Adjustment (COLA) for employees hired on or before November 12, 2005, and annual 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).
- c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

10.02 EMPLOYER PAID MEMBER CONTRIBUTIONS

The City shall pay 8.0% of the member contribution for First Tier “classic” members and 7.0% of the member contribution for Second Tier “classic” members.

The City’s payments, above, shall be treated as a “pick up” of employee contributions pursuant to IRC 414(h)(2).

The City shall report the monetary value of the Employer Paid Member Contribution (“EPMC”) to CalPERS as special compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

In accordance with PEPRRA, “new” members shall pay the full employee contribution of 50% of the total normal cost.

Contributions are pursuant to Government Code Section 20691, and are paid on a Pre-Tax basis.

10.03 CALPERS COST SHARING

“Classic” members in the bargaining unit shall pay four percent (4%) as cost sharing of the City’s pension contribution in accordance with Government Code section 20516(f).

ARTICLE 11 MANAGEMENT LEAVE

11.01 MANAGEMENT LEAVE

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide eighty (80) hours of Management Leave per year credited each January 1. Management Leave must be used in the year earned, and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's current hourly rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

ARTICLE 12 ANNUAL LEAVE

12.01 ANNUAL LEAVE

Employees earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll-to-payroll basis prorated in accordance with the following rates:

- 0 — 4 years of City service: 6.15 hours per pay period (160/year)
- 5 — 9 years of City service: 7.69 hours per pay period (200/year)
- 10 or more years of City service: 9.23 hours per pay period (240/year)

Employees who transfer into this bargaining unit and have pre-existing Sick Leave and/or Vacation accrual balance shall have their Sick Leave converted to Annual Leave at the rate of one hour of Sick Leave to 0.5 hours of Annual Leave; and shall have their Vacation converted to Annual Leave at the rate of one hour of Vacation to one hour of Annual Leave. Such conversion of Sick Leave and Vacation accrual balances shall occur within 30 days of the employee's transfer into the bargaining unit.

Employees may, at the employee's discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at their regular rate of pay.

ARTICLE 13 HOLIDAY LEAVE

13.01 HOLIDAY LEAVE

Each unit employee shall be entitled to the following holidays with pay:

- | | |
|--------------------------------------|-----------------------------|
| (1) New Year's Day | (8) Labor Day |
| (2) Martin Luther King, Jr. Birthday | (9) Veterans Day |
| (3) Presidents' Day | (10) Thanksgiving Day |
| (4) Cesar Chavez's Birthday | (11) Day after Thanksgiving |
| (5) Memorial Day | (12) Christmas Day |
| (6) Juneteenth | (13) Floating Holiday |
| (7) Independence Day | |

Official paid Holidays for unit employees shall be considered nine (9) hours leave with pay or equivalent to actual number of regularly scheduled workday hours.

Floating holiday hours are credited each January 1, and must be used before December 30. Unused floating holiday hours are not carried forward.

ARTICLE 14 WORK SCHEDULE

14.01 REGULAR WORK SCHEDULE

City Hall business hours are from 7:30 a.m. to 5:30 p.m. (Monday through Thursday), and 8:00 a.m. to 5:00 p.m. (Fridays). Employees assigned to a regular work schedule shall work eight (8) hours per day, five (5) days a week, for a total of at least 40 hours per work week.

14.02 MODIFIED WORK SCHEDULE

Under a modified work schedule, employees work at least forty (40) hours during a work week, depending on their chosen work schedule, with various starting and ending times based upon the City's needs. Employees shall not be required to charge their accrued leave time hours for payroll computation, provided at least forty (40) hours have been worked in that week.

The City shall include both the 5/8 and 9/80 work schedules for the duration of this MOU. Employees under the 9/80 work schedule shall have the option of either working Shift A or B only, with opposite Fridays off, as consistent with current City policy and with Department Head's approval.

14.03 TEMPORARY WORK FROM HOME

Employees may request temporary work-from-home arrangements when circumstances prevent them from working on-site. Such circumstances may include, but are not limited to, health concerns, personal emergencies, or other situations as deemed appropriate by the employee's Department Head.

For unforeseen or ad hoc circumstances requiring an employee to work from home, an employee shall contact their Department Head and notify them of the circumstances and that they shall be working from home. For any ongoing circumstances, the employee shall comply with the requirements for working from home on an ongoing basis.

Employees seeking to work from home on an ongoing periodic basis must submit a written request to their Department Head [City to develop form] detailing the reason for the request and anticipated duration of the request.

The Department Head shall review the request, considering the employee's job duties, operational needs, and the reason for the request. Approval is at the sole discretion of the Department Head and may be granted for a specified period, with the possibility of extension upon mutual agreement. If approved, the arrangement shall be documented, outlining the terms, duration, and any specific expectations or conditions related to the work-from-home arrangement.

Employees approved for temporary work-from-home arrangements are expected to:

- a. Maintain regular communication with their supervisor and be available during their standard work hours.
- b. Complete all assigned work in a timely manner, ensuring that the quality and quantity of work meet the same standards as if they were on-site.
- c. Adhere to all applicable organizational policies, including data security and confidentiality protocols.

ARTICLE 15 TUTION REIMBURSEMENT

15.01 TUTION REIMBURSEMENT

The City shall reimburse employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) with the City for the equivalent of the school units, not to exceed two (2) years.

ARTICLE 16 MILEAGE REIMBURSEMENT

16.01 MILEAGE REIMBURSEMENT

Employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

ARTICLE 17 TECHNOLOGY STIPEND

17.01 TECHNOLOGY STIPEND

The City shall provide employees with \$100 per month as a technology stipend for use of personal technology for business purposes. Effective November 1, 2024, the City will increase the technology stipend from \$100 to \$125 per month.

Employees who have received a City-issued cell phone are ineligible for the technology stipend. The City will provide necessary hardware (e.g., laptop) for pre-approved telecommuting assignments. The technology stipend will serve as reimbursement for business use of personal internet connection.

ARTICLE 18 WORKING OUT OF CLASS, ACTING AND INTERIM ASSIGNMENT PAY

18.01 WORKING OUT OF CLASS PAY

“Working Out of Class Pay” is additional compensation provided to an employee who is temporarily assigned to perform duties that are outside of their regular job classification but do not encompass the full scope of responsibilities associated with a higher classification. This may involve taking on a significant portion of the duties of a higher-level position or performing specialized tasks not typically required by the employee's regular classification. Employees assigned by their Department Head in writing, and with City Manager approval, to perform certain duties outside of their job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary.

18.02 ACTING PAY

“Acting Pay” is additional compensation provided to an employee who is temporarily assigned the full duties and responsibilities of a higher classification or position, due to the temporary absence or vacancy of the incumbent in that higher position. The employee must perform all of the essential functions of the higher position to qualify for Acting Pay. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or fewer consecutive business days will be paid at the rate of eight percent (8%) higher than their current base salary.

18.03 INTERIM ASSIGNMENT PAY

“Interim Assignment Pay” is additional compensation provided to an employee who is temporarily assigned to perform the full duties and responsibilities of a higher-level position for

an extended period, typically while the organization is actively recruiting to permanently fill the higher-level position. Interim assignments are usually longer in duration than Acting assignments and may require the employee to fill the role for an extended period, often until a permanent replacement is appointed. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or more consecutive business days will be paid at Step A of the higher classification, or the lowest Step that is at least eight percent (8%) higher than their current base salary.

ARTICLE 19 DISCIPLINARY PROCEDURES

19.01 DISCIPLINARY PROCEDURES

Those unit employees who are a part of the competitive service can only be disciplined under the disciplinary procedures set forth in the City of San Fernando Personnel Rules and Regulations. Final disciplinary decisions shall be subject to judicial review in accordance with Code of Civil Procedure Section 1094.5.

ARTICLE 20 LAYOFFS

20.01 LAYOFFS

Layoff of unit employees shall be done in compliance with City of San Fernando Personnel Rules and Regulations.

ARTICLE 21 BEREAVEMENT LEAVE

21.01 BEREAVEMENT LEAVE

Employees shall be permitted to use up to five (5) paid days of bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of implementing this benefit, the term "Immediate Family" shall mean grandparent, grandchild, parent, parent-in-law, child, spouse, sibling (including step or half), or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child of an employee who has parental rights.

For the purpose of implementing this benefit, the term "Extended Family" shall mean: Aunts, Uncles, and Cousins, godparents or godparent equivalent.

The City Manager may authorize additional days of unpaid leave for bereavement purposes on an as-needed basis. The unit member may utilize accrued annual leave for extended bereavement purposes.

ARTICLE 22 OTHER PROVISIONS

22.01 PROMOTIONAL DIFFERENTIAL

Employees who receive a promotion shall be moved to the salary step that provides a minimum eight percent (8.0%) increase over the rate received in the former position. Any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate of the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

22.02 EXAMINATION TIME

The City will provide paid time off to participate in promotional interviews, up to two hours for the written examination, and up to two hours for each oral interview. Employee must schedule the PTO with their supervisor.

ARTICLE 23 DEDUCTIONS

23.01 DEDUCTIONS

The City will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by SFMG/SEIU 721.

Each pay period, the City shall send to SFMG/SEIU 721 a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (e.g., active, on leave of absence); work status (e.g, full time, part time, hourly, seasonal); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday.

Each pay period, SFMG/SEIU 721 shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of SFMG/SEIU 721 dues, COPE and other deductions and the deduction amounts.

The City shall make the dues and other applicable deductions from the employees’ paychecks and remit such itemized deductions to SFMG/SEIU 721 via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The City shall also provide the breakdown of each amount remitted (e.g., Dues, COPE, Supplementary Benefits) in Excel format to dues@seiu721.org within five (5) business days of each payday.

23.02 Committee on Political Education (COPE)

Employees may make voluntary contributions to SFMG/SEIU 721’s registered political action committees. The City shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period SFMG/SEIU 721 will provide the City with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to SFMG/SEIU 721 and SFMG/SEIU 721 shall transmit such notice of cancellation to the City by the next full pay period cycle.

The City agrees that if individual members of the bargaining unit authorize in writing the deduction from their pay checks of dues to SEIU Local 721, the monies deducted will be remitted to SEIU Local 721.

SFMG/SEIU Local 721 jointly and separately agree to fund any and all costs of defense and/or to indemnify the City should implementation or compliance with any portion of this Article result in a challenge by litigation and/or in a settlement or judgment. In such case, the City shall be authorized to select legal counsel of its sole choice in defending its interests in any said litigation.

ARTICLE 24 PROVISIONS OF LAW AND SEVERABILITY

24.01 PROVISIONS OF LAW AND SEVERABILITY

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

If any article, part, or provision of this MOU is in conflict with or inconsistent with applicable provisions of federal, state or local law or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and shall be of no force or effect, and the remainder of this MOU shall not be affected thereby. The parties shall, upon request, meet and confer over such suspension or supersession.

ARTICLE 25 GRIEVANCE PROCEDURES

25.01 GRIEVANCE PROCEDURES

The City will process grievances in accordance with the City's established Personnel Rules. Final decisions shall be subject to judicial review in accordance with the Code of Civil Procedure Section 1094.5

ARTICLE 26 WELLNESS BENEFIT

26.01 WELLNESS BENEFIT

The City will reimburse certain wellness expenses in an amount not to exceed \$400 each fiscal year. Employees must request reimbursement using a City-approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- a. Medical examination by the health provider of the employee's choice.
- b. Other formal wellness programs provided by professionals (e.g., smoking cessation, weight control, nutrition, or similar programs.)
- c. Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental, or vision insurance.
- d. Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- e. Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.
- f. Dental work (including orthodontia) for employee or eligible dependents not covered by

medical or dental insurance.

- g. Membership in a health club or fitness center.
- h. Registration fees for health classes (e.g., yoga, cross fit, etc.).
- i. Entrance fees for competitive sporting events (e.g., bicycle or running race, mud run competition, et cetera).

ARTICLE 27 PAID PARENTAL LEAVE

27.01 PAID PARENTAL LEAVE

The City will implement the Paid Parental Leave Time (PPT) program beginning the effective date of the MOU. This program provides eligible employees who experience a qualifying event up to twelve (12) weeks (480 hours) of 100% paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave. Use of PPT shall be limited to twelve (12) weeks (480 hours) as part of the employee's FMLA/CFRA entitlement during the employee's 12-month FMLA/CFRA anniversary period.

- A. Employee Eligibility: Eligibility shall be in accordance with the eligibility requirement for the FMLA/CFRA article in the aforementioned MOU.
- B. Qualifying Events: Paid Parental Time shall be available to eligible employees who have experienced one of the following qualifying events:
 - 1. Birth of a Child;
 - 2. Disability due to pregnancy;
 - 3. Long-term placement of a child for foster care;
 - 4. Placement of a child for adoption; or
 - 5. Placement of a child for legal guardianship;
- C. Definitions: The following definitions are included to clarify family relationship as defined in the Family and Medical Leave Act and the California Family Rights Act:
 - 1. Parent: means a biological, step-, adoptive, or foster parent, an individual who stands or stood in loco parentis to an employee or a legal guardian. This term does not include parents-in-law. Persons who are in loco parentis include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

2. Child: Means a biological, step-, adopted, or foster child, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.
-
- D. PPT Usage: Paid Parental Time may be used at the employee’s discretion without regard to any other available paid time off balance. All eligible employees with a qualifying event shall receive twelve (12) weeks (480 hours) of PPT regardless of any other paid time off balances (i.e., sick leave, vacation, compensatory time off, during pregnancy or bonding FML and taken on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPT within one (1) year of the child’s birth or placement. Paid Parental Time will be administered in the same manner as all other paid time off balances. Paid Parental Time does not accrue, carry over, or pay out upon retirement or separation from City Service.

 - E. Compliance and administration of PPT: It is the intent of the parties that the provisions and administration of this article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability provisions of the California Fair Employment and Housing Act.

ARTICLE 28 SIGNATURE PAGE

(SIGNATURE PAGE TO FOLLOW)

CITY OF SAN FERNANDO

**SAN FERNANDO MANAGEMENT GROUP
(SFMG) / SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 721**

Adrianna E. Guzman Date
Chief Negotiator

Robert Feria
Chief Negotiator
SEIU, Local 721

Nick Kimball Date
City Manager

Sonia Gomez-Garcia Date
SFMG Team Member

Erica Melton Date
Director of Administrative
Services

Kenneth Jones Date
SFMG Team Member

Rodrigo Mora Date
SFMG Team Member

Crystal Solis Date
SFMG Team Member

RESOLUTION NO. 8340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966, AND ADOPTING PLANNING MANAGER JOB SPECIFICATION BY THE ADDITION OF RESOLUTION NO. 8340

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966, and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, covering important and essential duties, job-related and essential qualifications for the following position and classification attached as Exhibit "1.":

PLANNING MANAGER

Resolution No. 8340 is hereby adopted and approved as the new official job classification and definitions, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Resolution No. 8340 are now on file in the office of the City Clerk. Said Resolution No. 8340 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 21st 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. 8340, 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 21st 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

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
PLANNING MANAGER	RESOLUTION NO. 8340	EFFECTIVE DATE 10/21/2024
	FLSA DESIGNATION EXEMPT	EMPLOYMENT

GENERAL PURPOSE

Under administrative direction, manages, supervises and coordinates current or advanced planning activities and operations within the Community Development Department including processing current planning applications, advanced planning functions, capital projects, and environmental review under the California Environmental Quality Act; coordinates assigned activities with other divisions, outside agencies, and the general public; provides highly responsible and complex staff assistance to the Director of Community Development; may serve as the Director in their absence; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a management classification that manages all planning programs, projects, and activities of the Planning Division. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. The incumbent organizes and oversees day-to-day current planning activities and is responsible for providing professional-level support to the Director of Community Development in a variety of areas. This class is the advanced journey level of the Planner series, distinguished from the Director of Community Development in that the latter has overall responsibility for all functions of the department and for developing, implementing, and interpreting public policy. Positions assigned to the class of Planning Manager are distinguished from lower level planning classes by the performance of highly sensitive and complex planning work as well as by the direct supervision of lower level professional, technical and/or clerical staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential functions, as defined under the Americans with Disabilities Act may include, but are not limited to the following characteristic duties, responsibilities, knowledge, skills and other characteristics. The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class. Other duties may be required and assigned.

1. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
2. Participate in the development and implementation of Department goals, objectives, policies, and priorities.
3. Ensures coordination within Divisions and Department efforts and interests with City Council, the Planning and Preservation Commission and other groups and constituencies; makes presentations to and meets with residents, developers, architects and others to provide advice, problem solving assistance, answers to questions and interpretation of program goals and policy.

ESSENTIAL DUTIES AND RESPONSIBILITIES

4. Monitors and keeps up to date with State, Federal and Regional legislation pertaining to land use and development.
5. Coordinates land use and development activities with other programs, departments or staff to ensure program delivery according to appropriate policies, procedures and specifications; conducts studies and prepares reports regarding land use and compliance.
6. Supervise special planning, zoning and environmental studies, zoning code enforcement; prepare reports and findings.
7. Personally perform complex and sensitive planning and redevelopment work including long range and current planning projects such as zoning code and General Plan amendments.
8. Participates in the development of the department budget in addition to directing and monitoring department budget and professional service contracts performed on behalf of the City by outside contractors and consultants.
9. Coordinate staff work for the Planning & Preservation Commission, City Council, and various citizen committees.
10. Participate in the development of grant proposals and grant funding administration.
11. Represent the City at public meetings and present planning and zoning matters to the City Council, Planning & Preservation Commission and citizen committees as directed.
12. Manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
13. Performs other related duties related duties as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles and practices of urban planning and redevelopment.
2. Laws relating to land use, zoning, general plans, and environmental review.
3. Code Compliance.
4. Community Development Block Grant program.
5. Contract development and administration.
6. Principles of organization, administration, budget and personnel management.
7. Principles and techniques of work program design and scheduling.
8. Literature and trends in urban planning.
9. Automated business computing systems.
10. Principles and practices of effective leadership, management and supervision.
11. Project management principles and practices.

EDUCATION, TRAINING AND EXPERIENCE:

Any combination of education, training, and work experience to demonstrate possession of the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical way of obtaining the required qualifications is to possess: a Bachelor's degree in an accredited college or university in urban or regional planning, geography, architecture, or related field and five (5) years of progressively responsible professional experience in planning or community development, including two (2) years of supervisory experience; or an

MINIMUM QUALIFICATIONS

equivalent combination of education and experience, preferably in a municipal agency. A Master's degree is desirable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

American Institute of Certified Planners (AICP) Certification is desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee must have the ability to operate a variety of automated office equipment, including a calculator, copier, scanner, or personal computer; coordinate eyes, hands, feet and limbs in performing slightly skilled movements, such as drafting; ability to exert light physical effort in sedentary to light work, typically involving lifting, carrying, pushing, pulling, sitting and/or walking; Lifting – occasional lifting up to 20 pounds; maneuver and steer equipment and machinery requiring simple, but continuous adjustments, such as the operation of an automobile; utilization and care of various types of office machinery and equipment.

MENTAL DEMANDS

While performing the duties of this class, an employee uses the ability to add, subtract, multiply and divide; to calculate decimals, ratios, percentages and fractions, as well as volumes, present values and spatial relationships; and to inferential statistical reports and/or formulation and equation data. In addition to use functional reasoning and apply rational judgment in performing diversified work activities; exercise independent judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria; decide the time, place and sequence of operations within an organizational framework, as well as the ability to oversee their execution; ability to analyze and categorize data and information using established criteria, in order to determine consequences and to identify and select alternatives; a variety of advisory data and information, such as regulations, blueprints, procedures, laws, non-routine correspondence, and technical operating manuals; ability to communicate effectively with coworkers, developers, elected and appointed officials, and the general public, both verbally and in writing; to counsel, treat and mediate, and/or provide first-line supervision; ability to persuade, convince, and train others; to advise and provide interpretation to others how to apply policies, procedures and standards to specific situations.

WORK ENVIRONMENT

Employees in this class work in an office and outdoor environment with exposure to noise and outside weather conditions.

The employee will be required to work various shifts at night, on weekends and at times on holidays as

WORK ENVIRONMENT

assigned and respond in emergency situations and natural disasters. The employee may be required to use personal vehicle in the course of employment.

Pursuant to California Government Code Section 3100, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their supervisor or by law.



RESOLUTION NO. 8341

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING PORTIONS OF RESOLUTION NO. 8316, ADOPTED JULY 1, 2024, AMENDING THE SALARY PLAN FOR SAN FERNANDO MANAGEMENT GROUP

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

SECTION 1: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting "Schedule M for Management Employees" on page 6, and replacing it with the following, effective the first day of the first full pay period that includes July 1, 2024:

**SCHEDULE M
FOR
MANAGEMENT EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	6813	7153	7510	7885	8279
56	6960	7307	7672	8055	8457
57	7115	7470	7843	8235	8646
58	7269	7632	8013	8413	8833
59	7412	7782	8171	8579	9007
60	7601	7981	8380	8799	9238
61	7791	8180	8588	9017	9467
62	7983	8382	8801	9241	9703
63	8184	8593	9022	9473	9946
64	8386	8805	9245	9707	10192
65	8598	9027	9478	9951	10448
66	8812	9252	9714	10199	10708
67	9032	9483	9957	10454	10976
68	9212	9672	10155	10662	11195
69	9486	9960	10458	10980	11529
70	9903	10398	10917	11462	12035
71	10066	10569	11097	11651	12233
72	10410	10930	11476	12049	12651
73	10751	11288	11852	12444	13066
74	11102	11657	12239	12850	13492
75	11334	11900	12495	13119	13774
76	11729	12315	12930	13576	14254
77	12148	12755	13392	14061	14764
78	12562	13190	13849	14541	15268

**SCHEDULE M
FOR
MANAGEMENT EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
79	12990	13639	14320	15036	15787
80	13421	14092	14796	15535	16311
81	13864	14557	15284	16048	16850
82	14322	15038	15789	16578	17406

SECTION 2: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting the following on pages 7-10, effective the first day of the first full pay period that includes July 1, 2024:

CLASSIFICATION	SALARY RANGES NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Assistant to the City Manager*	70M	9395	9995	10494	11020	11572
Deputy City Clerk/ Management Analyst	62M	7675	8059	8464	8885	9329
Information Technology System Administrator	70M	9395	9995	10494	11020	11572
Management Analyst	62M	7675	8059	8464	8885	9329
Personnel Manager*	77M	11671	12256	12872	13518	14196
Public Works Operations Manager	76M	11276	11839	12431	13054	13705
Senior Accountant	70M	9395	9995	10494	11020	11572
Water Operations Manager	76M	11276	11839	12431	13054	13705

**Unrepresented Employees*

SECTION 3: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by adding the following, effective the first day of the first full pay period that includes July 1, 2024:

CLASSIFICATION	SALARY RANGES NUMBER SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Assistant to the City Manager*	70M	9903	10398	10917	11462	12035
Deputy City Clerk/ Management Analyst	62M	7983	8382	8801	9241	9703
Information Technology System Administrator	70M	9903	10398	10917	11462	12035
Management Analyst	62M	7983	8382	8801	9241	9703
Personnel Manager*	77M	12148	12755	13392	14061	14764
Planning Manager	75M	11334	11900	12495	13119	13774
Public Works Operations Manager	76M	11729	12315	12930	13576	14254
Senior Accountant	70M	9903	10398	10917	11462	12035
Water Operations Manager	76M	11729	12315	12930	13576	14254

**Unrepresented Employees*

SECTION 5: That that portion of Section 3, Subsection F. “Non-Sworn Management Employees” of the Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting and replacing Section 3, Subsection F. “Non-Sworn Management Employees” pages 37-39, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2024:

F. NON-SWORN MANAGEMENT EMPLOYEES

Salaries and benefits listed here apply to regular full-time employees designated as non-sworn Management employees and employees represented by San Fernando Management Group (SFMG) assigned to Schedule M.

(1) SALARY

The salary ranges shown under Schedule M are consistent with the following provisions negotiated in Contract No. 2305, Article 5.01, and extended to Schedule C:

- A. Effective the first full pay period that includes July 1, 2024, unit members shall receive a base salary increase of four percent (4%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) WORKING OUT OF CLASS, ACTING AND INTERIM ASSIGNMENT PAY**A. WORKING OUT OF CLASS PAY**

“Working Out of Class Pay” is additional compensation provided to an employee who is temporarily assigned to perform duties that are outside of their regular job classification but do not encompass the full scope of responsibilities associated with a higher classification. This may involve taking on a significant portion of the duties of a higher-level position or performing specialized tasks not typically required by the employee's regular classification. Employees assigned by their Department Head in writing, and with City Manager approval, to perform certain duties outside of their job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary.

B. ACTING PAY

“Acting Pay” is additional compensation provided to an employee who is temporarily assigned the full duties and responsibilities of a higher classification or position, due to the temporary absence or vacancy of the incumbent in that higher position. The employee must perform all of the essential functions of the higher position to qualify for Acting Pay. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or fewer consecutive business days will be paid at the rate of eight percent (8%) higher than their current base salary.

C. INTERIM ASSIGNMENT PAY

“Interim Assignment Pay” is additional compensation provided to an employee who is temporarily assigned to perform the full duties and responsibilities of a higher-level position for an extended period, typically while the organization is actively recruiting to permanently fill the higher-level position. Interim assignments are usually longer in duration than Acting assignments and may require the employee to fill the role for an extended period, often until a permanent replacement is appointed. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and

responsibilities of a higher classification or position for ten (10) or more consecutive business days will be paid at Step A of the higher classification, or the lowest Step that is at least eight percent (8%) higher than their current base salary.

(3) BILINGUAL PAY

The City shall provide bilingual pay in the amount of \$100 per month to employees that satisfy the following conditions:

- i. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a bi-annual written and/or oral testing procedures as selected by the City; and
- ii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by his/her Department Head, and approved in writing by the City Manager.

(4) EDUCATION INCENTIVE PAY

Employees who possess a Master's degree or higher in a related field from an accredited educational institution shall receive an additional 4% above their base salary step effective the first full pay period after City Council adoption of this MOU. Employees must submit proof of their acquired degree to the Human Resources Division.

(5) LONGEVITY PAY

Eligible Management employees shall receive longevity pay under the following terms:

- i. An additional 3% above the employee's base salary step upon completion of 10 years of continuous service with the City from date of hire.
- ii. An additional 1% above the employee's base salary step, for a total of 4% over and above the base salary upon completion of 20 years of continuous service with the City from date of hire.
- iii. An additional 1% above the employee's base salary step, for a total of 5% over and above the base salary upon completion of 30 years of continuous service with the City from date of hire. Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA) under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(6) ANNUAL LEAVE

- i. Annual Leave accrual per pay period for all Management employees is as follows: 0 – 4 years of service: 6.15 Hours (160 Hours/Year); 5 – 9 years of service: 7.69 Hours (200 Hours/Year); and 10 or more years of service: 9.23 Hours (240 Hours/Year).
- ii. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.
- iii. Employees may, at his/her discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(7) MANAGEMENT LEAVE

The City shall grant each Management employee 80 hours of Management Leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

(8) HOLIDAY LEAVE

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day
 Martin Luther King, Jr. Day
 Presidents' Day
 Cesar Chavez Birthday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day
 Floating Holiday

Official paid Holidays for unit employees shall be considered nine (9) hours leave with pay or equivalent to actual number of regularly scheduled workday hours.

Floating holiday hours are credited each January 1, and must be used before December 30. Unused floating holiday hours are not carried forward.

(9) MILEAGE REIMBURSEMENT

Management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(10) TUITION REIMBURSEMENT

The City shall reimburse Management employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade, and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two years.

(11) TECHNOLOGY STIPEND

The City shall provide employees with \$100 per month as a technology stipend for use of personal technology for business purposes. Effective November 1, 2024, the City will increase the technology stipend from \$100 to \$125 per month.

Employees who have received a City-issued cell phone are ineligible for the technology stipend. The City will provide necessary hardware (e.g., laptop) for pre-approved telecommuting assignments. The technology stipend will serve as reimbursement for business use of personal internet connection.

(12) WELLNESS REIMBURSEMENT

The City shall reimburse certain wellness expenses in an amount not to exceed \$400 each fiscal year. Employees must request reimbursement using a City approved form, and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

(13) OTHER BENEFITS

For other benefits applicable to Management employees, such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule M, please refer to their MOU (Contract No. 2305).

SECTION 8: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 21st 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. 8341, 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 21st 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

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
VICTORIA GARCIA

COUNCILMEMBER
MARY SOLORIO

**San Fernando Management Group
City Counter Proposal – October 9, 2024**

PROPOSED TERMS:

- 1. Term (Article 2):** July 1, 2024 – June 30, 2029 (5 years)
- 2. Wages (Article 5):** **City accepts SFMG proposal, dated 9/16/2024.**
Initial increase effective on the first day of the first full pay including July 1, 2024. Each subsequent increase, effective on the first day of the pay period that includes the date identified below.
 - a. First full pay period including July 1, 2024: 4.0%
 - b. January 1, 2025: 4.0%
 - c. July 1, 2025: 5.0%
 - d. July 1, 2026: 4.0%
 - e. July 1, 2027: 4.0%
 - f. July 1, 2028: 2.0%
Total: 23.0%
- 3. Recognition (Article 1.02):** **City accepts SFMG proposal regarding positions covered by the MOU, dated 9/16/2024.** Add the following position authorized in the City’s Table of Organization:
 - Information Technology Systems Administrator
 - Planning Manager

Remove the following position due to confidential nature of the positions:

 - Human Resources/Risk Manager
- 4. Longevity (Article 6.01):** **City accepts SFMG proposal to withdraw longevity proposals, dated 9/16/2024.** City will make current longevity benefit to all City employees by striking the following language from Article 6.01: ~~Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.~~
- 5. Education Incentive Pay (Article 8.01):** **Tentative Agreement on 8/7/2024.** City will increase Education Incentive Pay for those who qualify to 4% above base salary, effective the first full pay period after City Council adoption of a successor MOU.

ADMINISTRATION
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

CITY MANAGER’S
OFFICE
(818) 898-1202

PERSONNEL DIVISION
(818) 898-1220

WWW.SFCITY.ORG

CITY COUNTER PROPOSAL – 10/9/2024

Page 2 of 7

6. **Medical, Dental and Vision Insurance (Article 9.01): City accepts SFMG Proposal 4/4/2024 re: annual flex dollar adjustment and rejects proposal regarding opt out Tentative Agreement on 9/12/2024.** City will maintain flex dollar allowance (i.e. cafeteria plan) with an annual adjustment based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 5.0%.

7. **Retiree Health (Article 9.02): Tentative Agreement on 7/25/2024.** City will increase Tier 3 benefit contribution to \$275 per month into a Retiree Health Savings account.

8. **Disability and Life Insurance (Article 9.03): Tentative Agreement on 9/12/2024.** The City will add the following language to Article 9.03:

The City shall provide Long Term Disability (LTD) and Short-term Disability (STD) insurance to unit employees at no cost to the employee.

9. **Holiday (Article 12.01): City accepts SFMG proposal to withdraw proposed additional holidays, dated 9/16/2024.** Official paid Holidays for unit employees shall be considered nine (9) hours leave with pay or equivalent to the actual number of regularly scheduled work day hours.

10. **Temporary Work From Home (NEW Article 14.03): Tentative Agreement on 9/12/2024**

Employees may request temporary work-from-home arrangements when circumstances prevent them from working on-site. Such circumstances may include, but are not limited to, health concerns, personal emergencies, or other situations as deemed appropriate by the employee's Department Head.

For unforeseen or ad hoc circumstances requiring an employee to work from home, an employee shall contact their Department Head and notify them of the circumstances and that they shall be working from home. For any ongoing circumstances, the employee shall comply with the requirements for working from home on an ongoing basis.

Employees seeking to work from home on an ongoing periodic basis must submit a written request to their Department Head [City to develop form] detailing the reason for the request and anticipated duration of the request.

CITY COUNTER PROPOSAL – 10/9/2024

Page 3 of 7

The Department Head shall review the request, considering the employee's job duties, operational needs, and the reason for the request. Approval is at the sole discretion of the Department Head and may be granted for a specified period, with the possibility of extension upon mutual agreement. If approved, the arrangement shall be documented, outlining the terms, duration, and any specific expectations or conditions related to the work-from-home arrangement.

Employees approved for temporary work-from-home arrangements are expected to:

- Maintain regular communication with their supervisor and be available during their standard work hours.
- Complete all assigned work in a timely manner, ensuring that the quality and quantity of work meet the same standards as if they were on-site.
- Adhere to all applicable organizational policies, including data security and confidentiality protocols.

11. Technology Stipend (Article 17.01): Tentative Agreement on 7/25/2024. Increase Technology Stipend to \$125 per month.

12. Working Out of Class, Acting, and Interim Assignment Pay (Article 18): City accepts SFMG proposal to accept City's 9/12/2024 proposal, dated 9/16/2024. The City proposes including the following definitions:

- a. Working Out of Class Pay: "Working Out of Class Pay is additional compensation provided to an employee who is temporarily assigned to perform duties that are outside of their regular job classification but do not encompass the full scope of responsibilities associated with a higher classification. This may involve taking on a significant portion of the duties of a higher-level position or performing specialized tasks not typically required by the employee's regular classification. Employees assigned their Department Head in writing, and with City Manager approval, to perform certain duties outside of their job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary.
- b. Acting Pay: "Acting Pay is additional compensation provided to an employee who is temporarily assigned the full duties and responsibilities of a higher classification or position, due to the temporary absence or vacancy of the incumbent in that higher position. The employee must perform all of the essential functions of the higher position to qualify for Acting Pay. Employees assigned by their Department Head in writing, and with City Manager approval,

CITY COUNTER PROPOSAL – 10/9/2024

Page 4 of 7

to the full duties and responsibilities of a higher classification or position for ten (10) or fewer consecutive business days will be paid at the rate of eight percent (8%) higher than their current base salary.

- c. Interim Assignment Pay: “Interim Assignment Pay is additional compensation provided to an employee who is temporarily assigned to perform the full duties and responsibilities of a higher-level position for an extended period, typically while the organization is actively recruiting to permanently fill the higher-level position. Interim assignments are usually longer in duration than Acting assignments and may require the employee to fill the role for an extended period, often until a permanent replacement is appointed. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or more consecutive business days will be paid at Step A of the higher classification, or the lowest Step that is at least eight percent (8%) higher than their current base salary.

13. Promotional Differential (Article 22.01): Tentative Agreement on 9/12/2024.

Employees who receive a promotion shall be moved to the salary step that provides a minimum eight percent (8%) increase over the rate received in the former position.

14. Wellness Benefit (New Benefit): City accepts SFMG proposal, dated 9/16/2024.

The City will reimburse certain wellness expenses in an amount not to exceed \$400 each fiscal year. Employees must request reimbursement using a City approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- a. Medical examination by the health provider of the employee’s choice.
- b. Other formal wellness programs provided by professionals (e.g. smoking cessation, weight control, nutrition, or similar programs.)
- c. Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee’s health, dental, or vision insurance.
- d. Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- e. Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.

CITY COUNTER PROPOSAL – 10/9/2024

Page 5 of 7

- f. Dental work (included orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- g. Membership in a health club or fitness center.
- h. Registration fees for health classes (e.g. yoga, cross fit, etc.).
- i. Entrance fees for competitive sporting events (e.g. bicycle or running race, mud run competition, et cetera).

15. Paid Parental Leave (New Benefit): City accepts SFMG proposal to accept City's 9/12/2024 proposal, dated 9/16/2024.

The City will implement the Paid Parental Leave Time (PPT) program beginning the effective date of the MOU. This program provides eligible employees who experience a qualifying event up to twelve (12) weeks (480 hours) of 100% paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave. Use of PPT shall be limited to twelve (12) weeks (480 hours) as part of the employee's FMLA/CFRA entitlement during the employee's 12-month FMLA/CFRA anniversary period.

- A. **Employee Eligibility:** Eligibility shall be in accordance with the eligibility requirement for the FMLA/CFRA article in the aforementioned MOU.
- B. **Qualifying Events:** Paid Parental Time shall be available to eligible employees who have experience one of the following qualifying events:
 - 1. Birth of a Child;
 - 2. Disability due to pregnancy;
 - 3. Long-term placement of a child for foster care;
 - 4. Placement of a child for adoption; or
 - 5. Placement of a child for legal guardianship;
- C. **Definitions:** The following definitions are included to clarify family relationship as defined in the Family and Medical Leave Act and the California Family Rights Act:

Parent: means a biological, step-, adoptive, or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term does not include parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had such responsibility for the

CITY COUNTER PROPOSAL – 10/9/2024

Page 6 of 7

employee when the employee was a child. A biological or legal relationship is not necessary.

Child: Means a biological, step-, adopted, or foster child, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

D. PPT Usage: Paid Parental Time may be used at the employee’s discretion without regard to any other available paid time off balance. All eligible employees with a qualifying event shall receive twelve (12) weeks (480 hours) of PPT regardless of any other paid time off balances (i.e., sick leave, vacation, compensatory time off, during pregnancy or bonding FML and taken on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPT within one (1) year of the child’s birth or placement. Paid Parental Time will be administered in the same manner as all other paid time off balances. Paid Parental Time does not accrue, carry over, or pay out upon retirement or separation from City Service.

E. Compliance and administration of PPT: It is the intent of the parties that the provisions and administration of this article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability provisions of the California Fair Employment and Housing Act.

16. The City agrees to revise the MOU to reference non-binary terms throughout.
Tentative Agreement on 9/12/2024.

17. The City is awaiting final language re: dues deductions.


City accepts SFMG’s proposal to drop the following SFMG proposals, date 9/16/2024:

- **Reduction of CalPERS contribution for “Classic” employees**
- **Increased Management Leave**
- **Increased Annual Leave**
- **Additional days that qualify for Holiday Leave**
- **Increased Tuition Reimbursement**
- **Additional Bereavement Leave**


CITY COUNTER PROPOSAL – 10/9/2024

Page 7 of 7

CITY


Nick Kimball  ^{DS}

Erica Melton  ^{DS}

Adrianna Guzman  ^{Initial}

SAN FERNANDO MANAGEMENT GROUP

Sonia Garcia  ^{Initial}

Rodrigo Mora  ^{DS}

Kenneth Jones  ^{Initial}

Art Ziyalov  ^{Initial}

Crystal Solis  ^{Initial}

Victor Meza  ^{Initial}

Jennifer Spatig  ^{Initial}

Robert Feria  ^{Initial}

Annette Nino  ^{Initial}

SAN FERNANDO MANAGEMENT GROUP

SALARY SURVEY

(April 10, 2024)

Planning Manager

AGENCY	TITLE	BOTTOM STEP	TOP STEP	Employees
ALHAMBRA	Principal Planner	8,058.92	10,491.17	363
ARCADIA	Planning Services Manager	8,956.00	11,186.00	309
BELL	n/a	0.00	0.00	192
BURBANK	Planning Manager	11,076.63	14,565.79	960
CITY OF LOS ANGELES	Principal City Planner	11,624.92	16,996.25	50,000
EL SEGUNDO	Planning Manager	11,236.58	14,292.92	253
GLENDALE	Principal Planner	8,597.22	12,505.36	1,613
MONROVIA	Principal Planner	8,630.18	11,565.26	243
PASADENA	Planning Manager	12,566.92	15,708.58	2,356
SANTA CLARITA	Planning Manager	15,181.98	19,647.01	480
SAN GABRIEL	Planning Manager	9,382.00	11,404.00	198
SANTA MONICA	Planning Manager	12,491.00	15,421.00	473
SIGNAL HILL	Planning Manager	10,318.23	13,168.97	128
SIMI VALLEY	Principal Planner	9,229.36	13,323.53	125
SOUTH PASADENA	Planning Manager	8,530.46	11,430.92	176
WEST COVINA	Planning Manager	8,487.00	11,458.00	405
WEST HOLLYWOOD	Planning Manager	14,850.89	19,545.73	253
	AVERAGE	9,954	13,101	
	<u>MEDIAN MONTHLY SALARY</u>	<u>9,382</u>	<u>13,169</u>	

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: October 21, 2024

Subject: Consideration to Adopt a Resolution Accepting the Southern California Associations of Governments’ Regional Early Action Program 2.0 Grant and Authorize a Memorandum of Understanding to Implement the Grant Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8342 (Attachment “A”) accepting the Southern California Association of Governments’ (SCAG) Regional Early Action Program (REAP) 2.0 Grant;
- b. Authorize the City to enter into a Memorandum of Understanding (MOU) (Attachment “B” – Contract No. 2306) with SCAG to implement the REAP 2.0 Grant Program; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute the MOU with SCAG and all grant related documents.

BACKGROUND:

1. On July 10, 2023, the City submitted a grant application for \$791,818 to SCAG under the REAP 2.0 Housing Infill on Public and Private Lands (HIPP) Program.
2. On August 30, 2023, the City submitted a grant application for \$333,182 to SCAG under the REAP 2.0 Subregional Partnership (SRP) 2.0 Program.
3. On September 25, 2023, the City received a notice of conditional award of the HIPP Program.
4. On November 15, 2023, the City received notification of award of the SRP Program.
5. On January 25, 2024, the City received a notice to stop incurring expenses due to potential REAP 2.0 funding cuts.

Consideration to Adopt a Resolution to Accept the Southern California Association of Governments' Regional Early Action Program 2.0 Grant and Authorize a Memorandum of Understanding to Implement the Grant Program

Page 2 of 4

6. On July 29, 2024, the City was notified the REAP 2.0 program was able to resume and the City would receive its full award. The scope review and refinement process with SCAG immediately began.
7. In September 2024, after extensive review and refinement of project scope by SCAG, SCAG requested City staff to proceed with obtaining City Council approval of a template agreement and authorization of the City Manager to execute final documents.

ANALYSIS:

The Southern California Association of Governments (SCAG) is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. The SCAG region encompasses six (6) counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura) and 191 cities covering more than 38,000 square miles. SCAG addresses regional transportation, environmental, economic, and equity challenges, providing resources for local engagement, capacity building, and technical assistance, especially for the most impacted communities.

SCAG administers the 2021 California Regional Early Action Planning (REAP 2.0) program, established under Assembly Bill (AB) 140 to address California's housing affordability crisis. The program's key initiatives, the Subregional Partnership (SRP) 2.0 and Housing Infill on Public and Private Lands (HIPP), aim to accelerate housing development, improve affordability, and reduce vehicle miles traveled. SRP 2.0 focuses on infill housing, while HIPP identifies lands for affordable housing and advances land use regulations centered on equity, diversity, and inclusion.

The City was awarded \$791,818 under the HIPP program and \$333,182 under the Subregional Program (SRP) for a total of \$1,125,000. The programs are combined to fund a final scope of work that is authorized by a MOU between SCAG and the City.

On January 25, 2024, the City was notified of the Governor's 2024-2025 State Budget proposal that included budget cuts including a reversion of the SCAG's REAP 2.0 programs. Fortunately, on July 29, 2024, the City was notified the REAP 2.0 program was able to resume and the City would receive its full award. SCAG immediately began working with the City to refine the scope of work (SOW), budget, and schedule.

The City's final SOW, *City of San Fernando Comprehensive Housing Planning Program*, consists of five sub-projects that were identified as programs in the City's 2021-2029 Housing Element. The projects are summarized below, with a full scope of work included as Exhibit "A" to Attachment "A".

Consideration to Adopt a Resolution to Accept the Southern California Association of Governments' Regional Early Action Program 2.0 Grant and Authorize a Memorandum of Understanding to Implement the Grant Program

Page 3 of 4

- **Housing Stabilization:** Develop strategies for preventing displacement and maintaining affordable housing for disadvantaged community members and establishing supportive programs for tenants and homeowners to prevent displacement and affirmatively further fair housing. This will be in the form a Community Stabilization Manual.
- **Historic Survey Update:** Update the 2002 Historic Survey to identify eligible historic resources throughout the City to promote conversion or preservation of historic commercial buildings into housing while also promoting improvement or expansion of residential buildings to maintain quality of existing housing, neighborhoods, and health of residents, and to address overcrowding.
- **Density Bonus Ordinance:** Update the City's density bonus ordinance to comply with state housing law and to establish a local density bonus ordinance with incentives encouraging affordable housing.
- **Zoning Code and San Fernando Corridors Specific Plan 5 (SP-5) Update:** Complete a comprehensive update to the Zoning Code and San Fernando Corridors Specific Plan 5 (SP-5) to allow residential land use in currently restricted areas, increase development capacity for housing on underutilized or vacant infill sites, streamline the review process and comply with the latest state housing laws.
- **Housing Development Streamlining:** Review and update the City's development process for housing developments to ensure potential barriers that may hinder housing construction are removed and a smoother and more efficient approval process for housing projects.

SCAG will procure a consultant on behalf of the City through a competitive procurement process, with the City participating in the selection process. The consultant will then execute and complete the project. SCAG will manage the funding and pay the consultant directly for their work as well as complete all grant reports.

The deadline for funds to be expended is June 30, 2025. Due to the tight timeline for the completion of the project, SCAG has requested that the City expedite the adoption of a resolution approving a Memorandum of Understanding (MOU) between the City and SCAG. The MOU will be based on the standard template provided by SCAG (Attachment "B"), with minor modifications as necessary. To avoid delays and ensure compliance with the grant requirements, it is recommended that the City Council authorize the City Manager to execute the final MOU on behalf of the City, once finalized. This authorization will streamline the process and ensure the procurement process can move forward and the overall project deadlines can be met.

Consideration to Adopt a Resolution to Accept the Southern California Association of Governments' Regional Early Action Program 2.0 Grant and Authorize a Memorandum of Understanding to Implement the Grant Program

Page 4 of 4

BUDGET IMPACT:

The adoption of the attached resolution will not impact the City's Fiscal Year 2024-2025 Adopted Budget as all related grant expenses will be paid directly from SCAG to the selected consultant.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8342 to accept the Southern California Association of Governments' (SCAG) Regional Early Action Program (REAP) 2.0 Grant and authorize the City to enter into a Memorandum of Understanding with SCAG to Implement the REAP 2.0 Grant Program and authorize the City Manager to execute the MOU with SCAG and all grant related documents.

ATTACHMENTS:

- A. Resolution No. 8342, including:
 - Exhibit "A": Scope of Work
- B. Contract No. 2306 - MOU Template

RESOLUTION NO. 8342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING TO RECEIVE FUNDING FROM SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS' REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021

WHEREAS, the Regional Early Action Planning Grant Program of 2021 ("REAP 2.0") program was established by the California state legislature as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis by building and expanding on the success of the REAP 2019 program by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability; and

WHEREAS, REAP 2.0 funded activities must meet the program objectives, which are to accelerate infill development that facilitates housing supply, choice and affordability; affirmatively further fair housing; and reduce vehicle miles traveled. Further, all residential development must be in areas meeting the definition for "In Fill" provided in the REAP 2.0 state guidelines; and

WHEREAS, the Southern California Association of Governments ("SCAG") issued a call for applications under the Projects to Accelerate Transitional Housing ("PATH") Program; and

WHEREAS, SCAG intends to award \$1,125,000.00 to the City of San Fernando to complete and deliver the *City of San Fernando Comprehensive Housing Planning Program* project, scope of work incorporated and attached as Exhibit "A".

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

SECTION 1. The City of San Fernando hereby authorizes and directs such actions as are necessary and appropriate to accept the grant award of REAP 2.0 funds in the amount of \$1,125,000 from SCAG.

SECTION 2. That the City Manager or their designee is hereby authorized and directed to:

1. Execute an agreement with SCAG and any amendments thereto;
2. Take all reasonably necessary and appropriate actions to complete the *City of San Fernando Comprehensive Housing Planning Program* project fulfill all obligations required, and seek reimbursement of grant funds awarded, pursuant to the above referenced call for applications and in a manner consistent and in compliance with the REAP 2.0 guidelines and objectives and PATH Program guidelines and all applicable state and federal statutes, rules, regulations, and laws.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 21st 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. 8342, 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 21st 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

Subregional Partnership (SRP) 2.0 & Programs Accelerating Transformative Housing (PATH) Program:
Housing Infill on Public and Private Lands (HIPP) Program
City of San Fernando ("Grantee")
City of San Fernando Comprehensive Housing Planning Program

SCOPE OF WORK

INTRODUCTION

SCAG serves as a catalyst for a brighter future for Southern California by leading a vision to elevate the region and creating a holistic plan to achieve our unified goals. SCAG authors the roadmap for Southern California's mobility and land use by organizing and prioritizing transportation projects across the region, and spearheading programs to meet environmental, economic and equity goals, and support jurisdictions in addressing their diverse transportation and land use needs. SCAG empowers Southern California jurisdictions and organizations to work toward regional solutions by facilitating resources and opportunities for local engagement, capacity building and technical assistance, and strategically support and invest in the region's most impacted communities.

Programs to Accelerate Transformative Housing (PATH) Program & Subregional Partnership Program (SRP)

This project is funded by the Regional Early Action Planning Grant Program of 2021 (REAP 2.0) program, which was established as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis. REAP 2.0 builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability. The program is designed to implement SCAG's Connect SoCal Plan by supporting integrated and transformative planning and implementation activities that realize the region's mobility, land use, housing, and environmental goals. REAP 2.0 provides a \$560 million investment to advance implementation of adopted regional plans by funding planning and development activities that accelerate infill housing and reductions in per capita vehicle miles traveled (VMT). Statewide REAP 2.0 is administered by the California Department of Housing and Community Development (HCD) in collaboration with the Governor's Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB). All REAP 2.0 funds must be expended by June 30, 2026.

In mid-2023, HCD awarded SCAG a total of \$231.5 million to develop programs that further REAP 2.0 objectives. All projects funded by REAP 2.0 must meet its primary objectives, which are to accelerate infill housing development, reduce VMT, increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

This proposal was developed under SCAG's Subregional Partnership (SRP) 2.0 and Housing Infill on Public and Private Lands (HIPP) programs, which are intended to (1) accelerate infill development that facilitates housing supply, choice, and affordability; (2) affirmatively further fair housing; and (3) reduce vehicle miles traveled.

The SRP 2.0 program focuses on implementation of the region's housing elements with programs that accelerate infill development that facilitates housing supply, choice, and affordability.

The HIPP program supports projects that assess available infill public-owned and private-owned lands for affordable and mixed-income housing and neighborhood serving uses and developing land use regulatory initiatives for increasing residential development capacity in corridor-wide and area-wide infill areas based in justice, equity, diversity, and inclusion.

PROJECT BACKGROUND

The goal of the "City of San Fernando Comprehensive Housing Planning Program" is to provide opportunities for streamlined housing infill development on private and public lands. It is a comprehensive program consisting of five sub-projects synergistically facilitating the infill housing review and approval process. The City of San Fernando is a fully developed historic urban area with a significant number of unused or underutilized parcels in commercial corridors, presenting opportunities for redevelopment with affordable or mixed income housing and ancillary neighborhood serving businesses and supporting infrastructure. Under the parameters of SB 535, the City is considered a Disadvantaged Community with a high share of low-income residents. The City is fully surrounded by urban parcels in the City of Los Angeles (approximately 100 percent of the perimeter) that are developed with qualified urban uses.

OVERALL PROJECT OBJECTIVES

- Develop strategies for preventing displacement and maintaining affordable housing for disadvantaged community members and establishing supportive programs for tenants and homeowners to prevent displacement and affirmatively further fair housing. This will be in the form a Community Stabilization Manual.
- Update the 2002 Historic Survey to identify eligible historic resources throughout the City to promote conversion or preservation of historic commercial buildings into housing while also promoting improvement or expansion of residential buildings to maintain quality of existing housing, neighborhoods, and health of residents, and to address overcrowding.
- Update the City's density bonus ordinance to comply with state housing law and to establish a local density bonus ordinance with incentives encouraging affordable housing and engaging residents in disadvantaged and historically underserved communities.
- Complete a comprehensive update to the Zoning Code and Corridors Specific Plan 5 (SP-5) to allow residential land use in currently restricted areas, increase development capacity for housing on underutilized or vacant infill sites, streamline the review process and comply with the latest state housing laws.
- Review and update the City's development process for housing developments to ensure potential barriers that may hinder housing construction are removed and a smoother and more efficient approval process for housing projects, reducing bureaucratic hurdles and delays put in place.

The Project Consultant (Consultant) shall perform the following Tasks:

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Task 1.1: Project Kick Off Meeting

Within the first month from issuance of the Notice to Proceed, Consultant shall hold a virtual kickoff meeting with Project Management Team (PMT). The PMT will consist of the SCAG Project Manager and Deputy Project Manager, the Grantee Project Manager, and other relevant staff to review project vision and goals and confirm the direction of the technical approach and engagement efforts.

The kickoff meeting shall be used to review the draft Project Management Plan (PMP, Task 1.2), project scope of work, schedule, and budget; establish a schedule for the Project Management Team meetings (PMT, Task 1.3); identify potential stakeholders to engage (Task 2.1); and confirm communication protocols. Consultant shall also lead a discussion on data collection (Task 1.6).

Consultant shall provide the kickoff meeting agenda to meeting attendees at least 48 hours in advance to allow time to review and revise the agenda. Consultant shall provide meeting notes within 48 hours after the kickoff meeting to meeting attendees to ensure that next steps are documented. Consultant is responsible for preparing an agenda, presentation materials, and any handouts ahead of the kickoff meeting and making materials available to all.

Task 1.1

Deliverables

- 1.1.1. Project kick off meeting agenda
- 1.1.2. Project kick off meeting notes and list of attendees
- 1.1.3. Project kick off presentation and any handouts or any other relevant materials

Task 1.2: Project Management Plan and Schedule

Consultant shall prepare a Project Management Plan (PMP), which will include the contact information for the key project team, the scope of work, the schedule, the budget, invoicing progress, reporting details, along with document control and QA/QC procedures. The PMP shall include deliverables and timelines. The PMP will identify system for project control, including necessary procedures for conducting the work; managing resources, communications, budget, schedule, monitoring and reporting project status and progress, document control and quality assurance/quality control. The PMP shall include safeguards for early identification of issues and their effective resolution. Upon approval by SCAG, PMP shall be the document guiding the progression on the overall effort. Consultant shall notify SCAG as swiftly as possible about any potential necessary updates to the PMP. Any proposed changes to the overall PMP must be approved by SCAG. Consultant shall deliver the PMP prior to the Kickoff Meeting.

Consultant shall develop a schedule showing all work tasks, subtasks, start dates, activity durations, product submittal dates, key project milestones, and relationships among work tasks, including critical path items. Each task and subtask deliverable shall be provided to PMT as it is completed, per the project schedule. PMT shall have a two-week review period for all deliverables. All comments, edits, suggestions, and questions from the PMT shall be submitted to Consultant and edits will be incorporated into a revised deliverable.

Task 1.2

Deliverables

- 1.2.1. Project management plan (PMP)
- 1.2.2. Project schedule

Task 1.3: Project Management Meetings

Consultant Project Manager shall conduct monthly check-in meetings with the Project Management Team (PMT) that includes the SCAG, Grantee PM and other team members as needed. The meetings shall be used to update the PMT on project progress, to identify and plan for upcoming tasks, and to anticipate any concerns or challenges. Consultant shall provide each meeting agenda at least 48 hours (about 2 days) in advance to meeting attendees to allow time to review and revise the agenda. Consultant shall provide meeting notes within 48 hours (about 2 days) after each meeting to attendees to ensure next steps are documented. Consultant shall provide presentation materials electronically to meeting attendees at least 24 hours before the meeting.

In addition, Consultant shall be available for phone check-ins with SCAG and the Grantee PM up to a time commitment of 12 hours.

Task 1.3

Deliverables

- 1.3.1. Meeting agendas for monthly PMT meetings
- 1.3.2. Meeting notes with list of attendees
- 1.3.3. Meeting materials, including presentations or any handouts
- 1.3.4. Documentation additional check-ins (up to 12 hours)

Task 1.4: Monthly Invoicing and Reporting

Consultant shall prepare monthly invoices and reports in accordance with SCAG invoicing and reporting methodologies. Each report will follow a format approved by the SCAG Project Manager. Consultant shall track and report critical path activities and milestones and prepare and submit monthly progress reports to SCAG. Monthly progress reports shall detail the work performed and deliverables completed during the previous month, identify any issues encountered, and provide proposed solution(s) to address said concerns.

Each monthly progress report will at a minimum include:

- Summary
- Progress narrative
- Description of tasks completed
- Project schedule describing the percentage of each task/deliverable/milestone
- Summary of costs incurred per task/milestone with info on remaining funding by task
- Schedule and schedule tracking narrative
- List of deliverable items
- Management issues
- Needed corrective actions
- Statement of resolution of problems
- 30-day look ahead

Task 1.4

Deliverables

- 1.4.1. Monthly invoices
- 1.4.2. Progress reports

Task 1.5 Project Close-Out Files

At the end of the project, Consultant shall document and assemble all project deliverables and provide them in accordance with SCAG’s project close out procedures. All deliverables shall be provided in accordance with the Project Schedule.

Consultant shall document all project deliverables in an organized fashion and deliver them in an electronic format at the end of the project, along with an Excel file documenting location and completion of deliverables. Each task shall have its own folder. Within each task there shall be a folder with the name of the deliverable and the final version of each deliverable within it. Each meeting held shall have a folder including agendas, notes, and other relevant materials from that meeting. All deliverables shall be provided in accordance with the Project Schedule.

Task 1.5

Deliverables

- 1.5.1. Project close-out files with accompanying Excel file

Task 1.6 REAP Metrics Data Collection and Reporting

Consultant shall work with the SCAG PM on selected measurable outcomes and metrics. Consultant shall collect related existing conditions from Grantee PM and report on the selected measurable outcomes and metrics pursuant to SCAG’s schedule provided at project kickoff.

Task 1.6

Deliverables

- 1.6.1 REAP metrics data collection and reporting

TASK 1 SUMMARY OF DELIVERABLES

Task 1.1	1.1.1. Project kick off meeting agenda 1.1.2. Project kick off meeting notes and list of attendees 1.1.3. Project kick off presentation and any handouts or any other relevant materials
Task 1.2	1.2.1. Project management plan (PMP) 1.2.2. Project schedule
Task 1.3	1.3.1. Meeting agendas for monthly PMT meetings 1.3.2. Meeting notes with list of attendees 1.3.3. Meeting materials, including presentations or any handouts

	1.3.4. Documentation additional check-ins (up to 12 hours)
Task 1.4	1.4.1. Monthly invoices 1.4.2. Progress reports
Task 1.5	1.5.1. Project close-out files with accompanying Excel file
Task 1.6	1.6.1 REAP metrics data collection and reporting

TASK 2: PUBLIC OUTREACH

Task 2.1 Community Stabilization Manual

Consultant shall develop a community stabilization manual, which is to serve as a housing service directory that provides referrals for rental assistance, local affordable housing projects, senior housing, housing legal assistance, fair housing, homeownership assistance and rehabilitation in an attractive bilingual handout for distribution and posting on the City’s website. The consultant shall conduct research to gather relevant information and provide a draft document for the City’s review before finalizing the document. The document shall be attractive, illustrative to the extent possible with English and Spanish versions. The final document should be in a format that can be printed and distributed and also posted on the website. A word document should also be provided so the City can maintain and update the document as needed. This aligns with the City’s Housing Element of removing government constraints by assisting lower income tenants in finding the appropriate resources. In addition, it supports establishing supportive programs for tenants and homeowners to prevent displacement and affirmatively further fair housing.

TASK 2.1

Deliverables

- 2.1.1 Draft Community Stabilization Manual
- 2.1.2 Final Community Stabilization Manual (word & PDF versions)

Task 2.2 Outreach and Engagement Plan

Consultant shall design a comprehensive public outreach and engagement plan for the project objectives of updating the 2002 Historic Survey; developing citywide residential and mixed-use objective design standards; creating a local density bonus; completing a comprehensive Zoning Code and Corridors Specific Plan (SP-5) including updating the zoning maps; and conducting the appropriate associated environmental review pursuant to CEQA. The level and engagement activities should be determined based on the City’s adopted [Community Engagement Framework](#) and should align with the [strategic goals](#) of the City. The plan should include types of engagement and methods of input, dates, topics, potential stakeholders. The outreach plan will address language accessibility, culturally competent methods and materials, appropriate communications channels and technological access considerations, and mechanisms for meaningful input, follow-up and follow-through. The outreach plan shall clearly outline the timing of the stakeholder engagement and how the feedback will be utilized to inform the various project deliverables. The outreach and engagement plan should include all proposed activities that will occur at each project phase- preliminary data gathering, public hearings and post adoption. Post adoption activities should include public facing publications and assistance with drafting language for website updates, etc.

To ensure consistency of public information about SCAG programs and funded work products, Consultant is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

Task 2.2

Deliverables

2.2.1 Public Outreach Plan with dates, topics, and target audiences

Task 2.3: Outreach Events and Summary

Consultant shall plan, develop all materials, lead, and attend between 1 and 4 public events scheduled at a variety of times and locations identified in the Public Outreach Plan within the Project Area. The outreach shall have a particular focus on accessibility and convenience for residents of disadvantaged communities (DAC) and historically disinvested communities with the highest potential for infill housing development.

To promote awareness and encourage local support, local elected officials in the project area should be invited to outreach activities. The SCAG PM shall coordinate this with the respective SCAG Government Affairs Officer.

Consultant shall develop accessible, comprehensible, and appealing outreach materials to support the outreach plan. Consultant shall develop social media posts and announcements to distribute on the city's platforms such as social media, newsletters, webpages and e-blasts.

Consultant is also responsible for crediting SCAG as a funder of the project. All public-facing communications materials produced under this contract shall acknowledge and give credit to SCAG, whether via a logo or text. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases and all other related materials. If SCAG determines that a communications material does not adequately credit SCAG's role in funding the project, the Grantee/Consultant shall revise the communications material according to the SCAG PM's direction.

To ensure consistency of public information about SCAG programs and funded work products, Consultant is required to notify and coordinate with SCAG PM, who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee, on any media inquiries or plans for proactively providing information to media outlets related to encouraging participation or reporting on these engagement activities.

Task 2.3

Deliverables

2.3.1 Outreach Materials (flyers, one-sheets, posters, and presentations) with credit provided to SCAG as funder

2.3.2 Outreach Summary Memo and incorporation of feedback into final plan

TASK 2 SUMMARY OF DELIVERABLES

Task 2.1	2.1.1 Draft Community Stabilization Manual 2.1.2 Final Community Stabilization Manual (word & PDF versions)
Task 2.2	2.2.1 Public Outreach Plan with dates, topics, and target audiences
Task 2.3	2.3.1 Outreach Materials (flyers, one-sheets, posters, and presentations) with credit provided to SCAG as funder 2.3.2 Outreach Summary Memo and incorporation of feedback into final plan

Task 3: Updating 2002 Historic Survey

The City’s Housing Element specifically included *Policy 1.7: Promote the preservation and rehabilitation of identified historic residential structures/sites that are substandard or in disrepair to meet Goal 1.0 Maintain and enhance the quality of existing housing, neighborhoods, and health of residents.* In addition, *Policy 2.6 of Goal 2.0 Provide a range of housing types to meet community needs calls for the facilitation of adaptive reuse of historic buildings on small parcels by allowing for modified development standards where multi-family projects include the preservation of an existing historic building.* Therefore, updating the survey would inform the citywide residential and mixed-use objective design standards, density bonus and update to the zoning code and SP-5 specific plan.

Task 3.1: Updating 2002 Historic Survey

Consultant shall perform a windshield survey to update the identified residential properties and identify additional eligible historic resources within commercial corridors; perform archival research and historic resource evaluations; develop Citywide Historic Context; fill in primary records (DPR 523A forms) and work with City staff including IT to create a digital database on Arches that can be maintained by the City. More information on Arches can be found here: <https://www.archesproject.org/what-is-arches/>.

The consultant shall develop an informational handout for the public to better understand what is required for development. This handout should be developed in English and Spanish and in a file format that can be easily uploaded to the city’s website.

Task 3.1

Deliverables

- 3.1.1. Draft and Final Historic Resources Survey
- 3.1.2. Draft and Final Citywide Historic Context
- 3.1.3. DPR 523A forms
- 3.1.4. Digital Database
- 3.1.5. Informational Handout

TASK 3 SUMMARY OF DELIVERABLES

Task 3.1	3.1.1. Draft and Final Historic Resources Survey 3.1.2. Draft and Final Citywide Historic Context 3.1.3. DPR 523A forms 3.1.4. Digital Database 3.1.5. Informational Handout
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TASK 4: ZONING CODE AND COORIDORS SPECIFIC PLAN (SP-5) UPDATE

This task is aimed at implementing the City's Housing Element by removing governmental constraints to the development of housing. The City will review and amend its Zoning Code and Corridors Specific Plan (SP-5) to remove constraints for the development of housing by ensuring compliance with state housing law and that there are no conflicts within the code or the specific plan with the proposed citywide residential and mixed-use objective design standards and proposed density bonus ordinance, which shall include a local program. Additionally, the updates shall facilitate housing development and be aimed at clarifying processes or terms as needed. Lastly, residential types shall be evaluated to ensure a wide array of housing options can be developed in the City. Further, the City's [2021-2029 Housing Element](#) and the City's Downtown Master Plan preliminary findings (will be provided upon availability) should be considered when determining updates. The City's Official zoning map will also be updated if needed. Post-update activities shall include implementation guide(s); development review checklists; updated application forms and training to ensure proper implementation. In addition, the City will use this work as a foundation to continue to monitor the development process and zoning regulations to identify and remove constraints to the development of housing. The technical work package developed under this task will be reviewed for approval and adoption by the Planning and Preservation Commission and City Council.

Task 4.1: Existing Conditions Analysis

Consultant shall conduct extensive research that analyzes existing conditions, including city codes, SP-5, programs, and policies. The analysis can be in the form of a vulnerabilities assessment, or otherwise as determined by the expertise of Consultant. Consultant shall evaluate the current zoning regulations, land use patterns, transportation infrastructure, housing stock, and other relevant factors that impact the development of housing in the City of San Fernando. The other components of this project such as the Historical Survey update, the residential and mixed-use objective design standards and the update to the density bonus ordinance should also be taken into consideration to ensure consistency through the zoning code and SP-5. Consultant shall also identify any challenges, gaps, or opportunities that can be addressed through this program. A comparative analysis shall also be conducted to analyze best practices from other cities of similar size in order to provide informed recommendations to City Council, staff and members of the community.

Task 4.1**Deliverables**

4.1.1. Summary report of data, vulnerabilities assessment findings, and recommendations, including comparative analysis

Task 4.2: Comprehensive Zoning Code & Map Update

Consultant shall prepare a comprehensive Zoning Code update including an update to the City's Official Zoning Map if necessary to ensure consistency, clarity and compliance is achieved throughout the zoning code to ensure the other tasks are integrated and housing development is facilitated. This includes but is not limited to reviewing definitions, developing standards, housing types, and approval processes. The City's Official Zoning Map shall also be reviewed and updated with GIS files if needed and a copy of all shape files shall be provided to the City.

Consultant shall produce an administrative draft zoning code and map update based on information from previous tasks and feedback from initial community engagement (in PDF and Word formats) for the grantee's review and comment. Consultant shall produce a screencheck draft zoning code and map update that includes strike-through revisions (in PDF and Word formats). From there, Consultant shall produce a public review draft that will be shared with Planning Commission/City Council/General Public (in PDF and revisions in strike-through format in Word). Once approved in public hearings, the consultant shall produce and deliver the final code and map update (in PDF and Word).

Task 4.2

Deliverables

- 4.2.1. Administrative Draft (in PDF and Word)
- 4.2.2. Screencheck Draft (in PDF and revisions in strike-through format in Word)
- 4.2.3. Public Review Draft Document (in PDF and revisions in strike-through format in Word)
- 4.2.4. Final Document (PDF and Word)
- 4.2.5. Zoning Map shape files to City

Task 4.3: Corridors Specific Plan (SP-5) Update

Consultant shall prepare a comprehensive update to SP-5 including the land use maps and use chart if necessary to ensure consistency, clarity and compliance is achieved as well as alignment with the City's Zoning Code and Official Zoning Map. This shall ensure the other tasks are integrated and housing development is facilitated. Any maps created shall be updated with GIS files and a copy of all shape files shall be provided to the City.

Consultant shall produce an administrative draft specific plan update based on information from previous tasks and feedback from initial community engagement (in PDF and Word formats) for the grantee's review and comment. Consultant shall produce a screencheck draft specific plan update that includes strike-through revisions (in PDF and Word formats). From there, Consultant shall produce a public review draft that will be shared with Planning Commission/City Council/General Public (in PDF and revisions in strike-through format in Word). Once approved in public hearings, the consultant shall produce and deliver the final specific plan update (in PDF and Word).

Task 4.3

Deliverables

- 4.3.1. Administrative Draft (in PDF and Word) provided to Grantee and SCAG
- 4.3.2. Screencheck Draft (in PDF and revisions in strike-through format in Word) provided to Grantee and SCAG
- 4.3.3. Public Review Draft Document (in PDF and revisions in strike-through format in Word)
- 4.3.4. Final Document (PDF and Word working files if outside of the zoning code)
- 4.3.5. Map shape files to City (ESRI ArcGIS)

Task 4.4: Development Review Process Modification

Consultant shall review the City's current development process and recommend improvements with the intent to streamline the permitting and development review processes. Recommendations should consider and align with process changes resulting from the other tasks of this project. Resources that should be provided for staff include but are not limited to an implementation guide that describes application intakes and processing, a flowchart that illustrates the steps for application processing, a development review checklist, updated Planning application forms and Building & Safety Division, if necessary, and a one-hour virtual or in-person staff training to ensure proper implementation. All resources should be provided in PDF and Word formats. Resources for the public shall include but are limited to an illustrative handout, a checklist, and content for the City's webpage detailing the process recommendations/improvements.

Task 4.4

Deliverables

- 4.4.1. Memo summarizing findings and recommendations
- 4.4.2. Implementation guide
- 4.4.3. Flowchart
- 4.4.4. Development review checklist
- 4.4.5. Updated application forms
- 4.4.6. One hour staff training (in-person or virtual depending on grantee's preference)
- 4.4.7. Associated training materials

Task 4.5 Develop Citywide Residential and Mixed Use Objective Design Standards

The purpose of the Citywide Residential and Mixed-Use Objective Design Standards is to give the community, developers, staff and decision makers more certainty about what future development will look like as the City moves forward with streamlined processes to meet the State's goals in addressing the housing crisis and the objectives of the City's Housing Element.

The Citywide Residential and Mixed-Use Objective Design Standards are minimum site and building design requirements that shall apply to all new single-family, multi-family residential and mixed-use development projects which include 2 or more attached units in the City. Development standards such as density, building setbacks, height limits, and off-street parking requirements shall be reviewed as part of task 3.1 to ensure alignment with the proposed design standards developed as part of this project goal.

Consultant shall prepare draft objective design standards for residential development types, which will be presented in subsequent public hearings for review. It will be in collaboration with consultant as to whether the standards will be integrated into the zoning code or as a standalone document. Images shall be included whether as a guide or as part of the official document. If the objective design standards are integrated into the zoning code, there shall be an illustrative handout that includes a checklist for applicants to summarize the requirements. Once a consensus has been established, and applicable edits have been made, a final draft shall be delivered to the Grantee PM.

The project team shall attend a two-hour city tour of key projects in the City. Observations notes and photographs should be documented. Consultant shall review the existing Single Family, Multi-family

design guidelines, the mixed-use overlay, and SP-5 to determine potential guidelines or standards that should be converted into proposed objective design standards. A design guidelines assessment memo shall be provided to summarize findings and further develop the scope.

Consultant shall produce an administrative draft objective design standards document based on information from previous tasks and feedback from initial community engagement (in PDF and Word formats) for the grantee's review and comment. Consultant shall produce a Screencheck draft objective design standards document that includes strike-through revisions (in PDF and Word formats). From there, Consultant shall produce a public review draft that will be shared with Planning Commission/City Council/General Public (in PDF and revisions in strike-through format in Word). Once approved in public hearings, the consultant shall produce and deliver the final document (in PDF and Word working files if outside of the zoning code).

Materials shall be developed such as an implementation guide, a checklist/flowchart summarizing the new standards and requirements, and a review and recommendation of process improvements and staff training.

Task 4.5

Deliverables

4.5.1. Attendance of City tour and associated observation notes and photographs

4.5.2. Design Guidelines Assessment Memo

4.5.3. Administrative Draft Objective Design Standards Document (in PDF and Word)

4.5.4. Screencheck Draft Objective Design Standards Document (in PDF and revisions in strike-through format in Word)

4.5.5. Public Review Draft Document (in PDF and revisions in strike-through format in Word)

4.5.6. Final Document (PDF and Word working files if outside of the zoning code)

4.5.7. Implementation guide, checklist/flowchart, recommendation memo of process improvements and staff training

Task 4.6: Density Bonus Ordinance Update

Consultant shall prepare a draft Density Bonus Ordinance that would be state compliant, flexible and can accommodate future changes from State law and also includes local density bonus for community-focused designs, promote larger units for families, preserving historic resources and potentially other community housing priorities as determined by the community engagement. The draft ordinance will be presented in subsequent public hearings for review. Once a consensus has been established, and applicable edits have been made, a final draft shall be delivered to the Grantee PM. Materials shall be developed such as an implementation guide, a checklist/flowchart summarizing the new ordinance and requirements, and a review and recommendation of process improvements and staff training.

Consultant shall produce a memo summarizing the existing zoning code and state laws related to density and other affordable housing incentives and a bulleted list of required changes to the zoning code to comply with state law. In addition, recommended amendments or programs in the City's Housing Element related to density bonus or affordable housing incentives should be included as potential changes (PDF and Word).

Consultant shall produce an administrative density bonus ordinance based on information from previous tasks and feedback from initial community engagement (in PDF and Word formats) for the grantee's review and comment. Consultant shall produce a screencheck density bonus ordinance that includes strike-through revisions (in PDF and Word formats). From there, Consultant shall produce a public review draft that will be shared with Planning Commission/City Council/General Public (in PDF and revisions in strike-through format in Word). Once approved in public hearings, the consultant shall produce and deliver the final document (in PDF and Word formats).

Task 4.6

Deliverables

- 4.6.1. Zoning Code & Housing Element Review (PDF and Word) –
- 4.6.2. Administrative Density Bonus Ordinance (in PDF and Word)
- 4.6.3. Screencheck Density Bonus Ordinance (in PDF and revisions in strike-through format in Word)
- 4.6.4. Public Review Draft Document (in PDF and revisions in strike-through format in Word)
- 4.6.5 Final Document (PDF and in strike-through format in Word)
- 4.6.6 Implementation guide, checklist/flowchart, recommendation memo of process improvements and staff training

Task 4.7: CEQA Compliance

Consultant shall ensure California Environmental Quality Act (CEQA) compliance. It is anticipated that an addendum or supplemental CEQA document to the MND that was adopted in association with the City's certified Housing Element will be required by the work described in this scope of work. Consultant shall include all tasks required for the anticipated MND. If Consultant recommends an alternative CEQA document, Consultant shall include all required tasks as part of the recommended document.

Task 4.7

Deliverables

- 4.7.1. Administrative Draft of MND Addendum, provided to City and SCAG
- 4.7.2. Final MND Addendum

Task 4.8: Planning and Preservation Commission Review

Consultant shall present the final drafts of the technical work package for adoption, including the Zoning Code and SP-5 updates (including official maps if required), citywide residential and mixed-use objective design standards, density bonus ordinance update, historical survey update if applicable, and associated environmental document to the Planning and Preservation Commission for their consideration and recommendation to the City Council. Attendance shall be either in-person or virtual based on consultation with Grantee PM and City's preference. Consultant is responsible for authoring all staff reports, resolutions, ordinances and associated presentation materials that are required for each study session, public hearing or community presentation.

Task 4.8

Deliverables

- 4.8.1. Administrative draft(s) of staff report(s)
- 4.8.2. Final draft(s) of staff report(s)
- 4.8.3. Administrative draft(s) of resolution(s)
- 4.8.4. Final draft(s) of resolution(s)
- 4.8.5. Administrative draft(s) of ordinance(s)
- 4.8.6. Final draft(s) of ordinance(s)
- 4.8.7. Presentation(s) virtual or in-person attendance as preferred by the City
- 4.8.8. Associated materials

Task 4.9: City Council Review and Adoption

Consultant shall present the final drafts of the technical work package for adoption, including the Zoning Code and SP-5 updates (including official maps if required), citywide residential and mixed-use objective design standards, density bonus ordinance update, historical survey update if applicable, and associated environmental document to the City Council for consideration to adopt. Attendance shall be either in-person or virtual based on consultation with Grantee PM and City’s preference. Consultant is responsible for authoring all staff reports, resolutions, ordinances and associated presentation materials that are required for each study session, public hearing or community presentation.

Task 4.9

Deliverables

- 4.9.1. Administrative draft(s) of staff report(s)
- 4.9.2. Final draft(s) of staff report(s)
- 4.9.3. Administrative draft(s) of resolution(s)
- 4.9.4. Final draft(s) of resolution(s)
- 4.9.5. Administrative draft(s) of ordinance(s)
- 4.9.6. Final draft(s) of ordinance(s)
- 4.9.7. Presentation(s) virtual or in-person attendance as preferred by the City
- 4.9.8. Associated materials

TASK 4 SUMMARY OF DELIVERABLES

Task 4.1	4.1.1. Summary report of data, vulnerabilities assessment findings, and recommendations, including comparative analysis
Task 4.2	4.2.1. Administrative Draft (in PDF and Word) 4.2.2. Screencheck Draft (in PDF and revisions in strike-through format in Word) 4.2.3. Public Review Draft Document (in PDF and revisions in strike-through format in Word) 4.2.4. Final Document (PDF and Word) 4.2.5. Zoning Map shape files to City
Task 4.3	4.3.1. Administrative Draft (in PDF and Word) provided to Grantee and SCAG

	<p>4.3.2. Screencheck Draft (in PDF and revisions in strike-through format in Word) provided to Grantee and SCAG</p> <p>4.3.3. Public Review Draft Document (in PDF and revisions in strike-through format in Word)</p> <p>4.3.4. Final Document (PDF and Word working files if outside of the zoning code)</p> <p>4.3.5. Map shape files to City (ESRI ArcGIS)</p>
Task 4.4	<p>4.4.1. Memo summarizing findings and recommendations</p> <p>4.4.2. Implementation guide</p> <p>4.4.3. Flowchart</p> <p>4.4.4. Development review checklist</p> <p>4.4.5. Updated application forms</p> <p>4.4.6. One hour staff training (in-person or virtual depending on grantee's preference)</p> <p>4.4.7. Associated training materials</p>
Task 4.5	<p>4.5.1. Attendance of City tour and associated observation notes and photographs</p> <p>4.5.2. Design Guidelines Assessment Memo</p> <p>4.5.3. Administrative Draft Objective Design Standards Document (in PDF and Word)</p> <p>4.5.4. Screencheck Draft Objective Design Standards Document (in PDF and revisions in strike-through format in Word)</p> <p>4.5.5. Public Review Draft Document (in PDF and revisions in strike-through format in Word)</p> <p>4.5.6. Final Document (PDF and Word working files if outside of the zoning code)</p> <p>4.5.7. Implementation guide, checklist/flowchart, recommendation memo of process improvements and staff training</p>
Task 4.6	<p>4.6.1. Zoning Code & Housing Element Review (PDF and Word) –</p> <p>4.6.2. Administrative Density Bonus Ordinance (in PDF and Word)</p> <p>4.6.3. Screencheck Density Bonus Ordinance (in PDF and revisions in strike-through format in Word)</p> <p>4.6.4. Public Review Draft Document (in PDF and revisions in strike-through format in Word)</p> <p>4.6.5 Final Document (PDF and in strike-through format in Word)</p> <p>4.6.6 Implementation guide, checklist/flowchart, recommendation memo of process improvements and staff training</p>
Task 4.7	<p>4.7.1. Administrative Draft of MND Addendum, provided to City and SCAG</p> <p>4.7.2. Final MND Addendum</p>
Task 4.8	<p>4.8.1. Administrative draft(s) of staff report(s)</p> <p>4.8.2. Final draft(s) of staff report(s)</p> <p>4.8.3. Administrative draft(s) of resolution(s)</p> <p>4.8.4. Final draft(s) of resolution(s)</p> <p>4.8.5. Administrative draft(s) of ordinance(s)</p> <p>4.8.6. Final draft(s) of ordinance(s)</p> <p>4.8.7. Presentation(s) virtual or in-person attendance as preferred by the City</p> <p>4.8.8. Associated materials</p>
Task 4.9	<p>4.9.1. Administrative draft(s) of staff report(s)</p> <p>4.9.2. Final draft(s) of staff report(s)</p> <p>4.9.3. Administrative draft(s) of resolution(s)</p> <p>4.9.4. Final draft(s) of resolution(s)</p> <p>4.9.5. Administrative draft(s) of ordinance(s)</p>

	4.9.6. Final draft(s) of ordinance(s) 4.9.7. Presentation(s) virtual or in-person attendance as preferred by the City 4.9.8. Associated materials
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TASK 5: FINAL DELIVERABLE

Task 5.1: Adopted Zoning Code, Density Bonus Ordinance, Citywide Residential and Mixed-Use Objective Design Standards, and Specific Plan 5 Update and Updated Historical Survey with the adopted CEQA Document

Following the approval by the deliberative body of the work package, including the zoning code and specific plan 5 update and associated environmental review, Consultant shall adjust and update the final documents based on any comments received. The final documents will be sent to both the jurisdiction and SCAG upon completion, along with final metrics collected from the project as described in Task 1.6.

Task 5.1

Deliverables

5.1.1. Adopted Zoning Code, Density Bonus Ordinance, Citywide Residential and Mixed-Use Objective Design Standards, and Specific Plan 5 Update and Updated Historical Survey with the adopted CEQA Document

5.1.2. Final project metrics

TASK 5 SUMMARY OF DELIVERABLES

Task 5	5.1.1. Adopted Zoning Code, Density Bonus Ordinance, Citywide Residential and Mixed-Use Objective Design Standards, and Specific Plan 5 Update and Updated Historical Survey with the adopted CEQA Document 5.1.2. Final project metrics
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MEMORANDUM OF UNDERSTANDING
No. M-0XX-2X

SCAG Overall Work Program (OWP) No: XXX-XXXX

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Funding Source: Regional Early Action Planning Grants Program of 2021 (REAP 2.0)

Sub-Recipient Name: TBD

Sub-Recipient's UEI No: TBD

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: TBD

Total Amount of the Sub-Award: TBD

Subaward Period of Performance Start Date: XXXX XX, 202X

Subaward Period of Performance End Date: XXXX XX, 202X

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: XXXX*

Fringe Benefits Cost Rate for the Award: XXXX*

*The Sub-Recipient's cognizant agency, XXXXX, approved the use of fiscal year (FY) XXX rates (07/01/XX~06/30/XX) as indicated above. If the rates are later found to have included costs that are unallowable, Sub-Recipient will provide a refund for the unallowable indirect cost and fringe benefits amounts. Sub-Recipient must provide support for the cognizant agency approval of future FY rates.

Subaward Project Title: [Sub-Recipient Name] REAP 2.0 Housing Infill on Public and Private Lands Pilot Program Grant

Subaward Project Description: [Sub-Recipient Name] will utilize REAP 2.0 funding for a project focused on assessing available infill public-owned and private-owned lands for affordable and mixed-income housing and neighborhood serving uses, and/or land use regulatory initiatives for increasing residential development capacity in corridor-wide and area-wide infill areas based in justice, equity, diversity, and inclusion.

MEMORANDUM OF UNDERSTANDING

No. M-0XX-2X

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND [SUB-RECIPIENT NAME]**

**FOR REAP 2.0 HOUSING INFILL ON PUBLIC AND PRIVATE LANDS PILOT PROGRAM
GRANT**

(SCAG Project/OWP No. XXX-XXXX)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **[Sub-Recipient Name]** (“Sub-Recipient”), for a Housing Infill on Public and Private Lands (“HIPP”) Pilot Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG’s Regional Council authorized funding for the HIPP Pilot Program and approved the guidelines for the HIPP Pilot Program (“Program Guidelines”);

WHEREAS, SCAG released a Call for Applications for the HIPP Pilot Program;

WHEREAS, Sub-Recipient, eligible for funds under the HIPP Pilot Program, developed and submitted a proposed project for the HIPP Pilot Program (“Project”);

WHEREAS, SCAG reviewed the Project and determined it to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Project to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until [Expiration Date (date can be no later than November 30, 2025)], (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient’s Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Project in accordance with the “Scope of Work,” attached as Exhibit A.
- b. Interim deliverables and tasks, including budgets and schedules, required to implement the Scope of Work shall be documented using the “Scope of Work Approval Form,” attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee, and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Project to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient may procure and manage one or more consultants to ensure the Scope of Work, as outlined in the most current fully executed SOW Approval Form, is fully performed and the Project is completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws

and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.

- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Project or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager’s written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review of Consultant(s)’ invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scope of Work. Upon review, Sub-Recipient shall pay Consultant(s)’ invoices prior to submitting invoices to SCAG for reimbursement.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scope of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

[Name]
[Title]
[Number]
[Email]

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

[Name]
[Title]
[Number]
[Email]

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG’s contribution to the Project is funded wholly with REAP 2.0 funds, in an amount not to exceed \$xxx (“Grant Funds”).
- b. SCAG shall not be obligated to make payments for any costs that exceed the Grant Funds. SCAG shall not be obligated to pay for any increase in costs which exceeds the budget included in this MOU and the most current fully executed SOW Approval Form. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scope of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding the Project and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, shall be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties, or related fees, as

determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in this MOU and the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Project Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. XXX-XXXX).
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report contains a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by the Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient. If SCAG determines that the Invoice Report is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.
- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bul.htm. Also, see the link for a summary of travel reimbursement rules.
- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st

during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.

- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of the Project, but no later than within thirty (30) days after all Grant Funds have been expended. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. XXX-XXXX).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the Scope of Work, as outlined in the most current fully executed SOW Approval Form.

- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements, and financial records of expenditures incurred during the course of the Project in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than X percent (X%) of the Grant Funds for administrative costs related to the Project, or a maximum of XXX (\$XXX), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Project.
 - i. To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement (“NICRA”) for the current fiscal year and subsequent years throughout the performance period.

- iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
- iv. If Sub-Recipient elects a de minimis indirect cost rate as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document or effort to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Project. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation.

To Sub-Recipient: Name
 Title
 Agency
 Address
 Phone
 Email

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single

		limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipient with no employees.	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this MOU are sufficient to cover the indemnity or other obligations of Sub-Recipient under this MOU.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials, and employees.
 - ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials, and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials, and employees.
 - iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.

- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-Recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Project or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits, or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and

other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to Project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
 - ii. Require repayment of the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the

intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Project and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after all Grant Funds have been expended. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) all Grant Funds have been expended, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Project. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the

purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state, and local laws, rules, and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Project or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.

- iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach, and promotion of opportunities in the Project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
 - d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
 - e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
 - f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to

qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

The Grant Funds shall not be used for public works projects. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time. The use of Grant Funds for a public works project shall be a breach of this MOU.

23. Conflict of Interest

The Parties shall comply with all applicable Federal and State conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld, or conditioned in the consenting Party’s sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including,

without limitation, pursuant to the California Public Records Act).

- c. All public-facing communications materials relating to this MOU, or its subject matter, shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultant(s), and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
 Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
 Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
 Section 5.e. (Funding – repayment of ineligible costs)
 Section 6 (Invoices)
 Section 7 (Reporting)
 Section 8 (Accounting)
 Section 9 (Allowable Uses of Grant Funds)
 Section 10 (Work Products)
 Section 13 (Insurance)
 Section 14 (Indemnification)
 Section 18 (Records Retention)
 Section 19 (Monitoring and Audits)
 Section 20 (Small Business and Disabled Veterans Business Enterprise Participation)
 Section 21 (Compliance with Laws, Rules, and Regulations)
 Section 22 (Public Works and Construction)
 Section 23 (Conflict of Interest)
 Section 24 (Independent Contractor)
 Section 25 (Assignment)
 Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Project, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Project and to provide such additional information as may be required by SCAG.

[The remainder of this page is intentionally left blank. Signatures on following page.]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-0XX-2X**

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____ Date _____
Cindy Giraldo
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ Date _____
Richard Lam
Senior Deputy Legal Counsel

xxx (“Sub-Recipient”)

By: _____ Date _____
Name
Title

APPROVED AS TO FORM:

By: _____ Date _____
Name
Title

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: October 21, 2024

Subject: Consideration to Approve a First Amendment to the Legal Services Agreement with Civica Law Group for On-Call Code Enforcement Legal Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment to the Legal Services Agreement with Civica Law Group, APC (“Civica Law”) (Attachment “A” – Contract No. 2244(a)) to increase the not-to-exceed sum from \$24,900 to \$100,000 and extend for a three (3) year term to provide on-call Code Enforcement Legal Services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. On September 5, 2023, during the Community Development update of the Community Preservation efforts to City Council, the City Council directed staff to inquire legal or administrative solutions for long standing code enforcement cases with severe or multiple violations, and explore options for resolution.
2. On May 22, 2024, the City Manager approved a Legal Services Agreement with Civica Law Group for code enforcement legal services under the City Manager’s expenditure authority at a maximum compensation of \$24,950 and an expiration date of May 22, 2025.

ANALYSIS:

The Community Preservation Division is responsible for enforcing compliance with City ordinances, zoning regulations, and building codes. The Community Preservation Officers (CPOs) are responsible for conducting inspections, responding to complaints, and working closely with residents, property owners, and businesses to address issues related to property maintenance, land use, signage, and other code-related matters. The Community Preservation team plays a

Consideration to Approve a First Amendment to the Legal Services Agreement with Civica Law Group for On-Call Code Enforcement Legal Services

Page 2 of 3

crucial role in maintaining the City's quality of life, safety standards, and aesthetic appeal by promoting adherence to City codes and regulations, and by collaborating with participants to resolve violations and promote responsible development and use of properties in the City.

Community Preservation efforts are primarily initiated in two (2) ways: 1) a complaint is received from the public (reactive), or 2) staff observes a possible violation (proactive). Currently, most of the efforts are in response to complaints. During Fiscal Year (FY) 2023-2024, the Community Preservation Division initiated 741 cases, conducted a total of 1,756 inspections and closed 995 cases. Many of the inspections and closed cases were as a result of going through the backlog of cases as full time staff joined the team. In assessing the backlog of cases, a number of properties with significant unresolved zoning and/or building code violations were identified that require legal assistance to resolve. To date this list consists of 12 cases.

Legal counsel is necessary to ensure that enforcement actions on these selected cases are carried out in accordance with applicable laws, to minimize potential liabilities, and to provide guidance on the correct legal procedures. In each case, voluntary compliance has not been achieved and legal services are critical to pursuing remedies through the courts, including obtaining warrants, filing liens, and initiating civil or criminal proceedings.

While the City Attorney provides general legal counsel to the City, additional legal expertise is often required for code enforcement because the workload associated with code enforcement can be extensive, especially when dealing with property owners who resist compliance or engage in prolonged legal battles. Hiring specialized legal services for code enforcement would allow the City Attorney to focus on broader municipal legal matters such as civil litigation, labor law issues, contract reviews, and providing counsel to City departments; while, ensuring that urgent code enforcement matters receives the dedicated attention required.

On May 22, 2024, the City entered into an agreement with Civica Law Group under the City Manager expenditure authority pursuant to the San Fernando Municipal Code (SFMC) Section 2-778.a. to provide special legal services to the Community Preservation Division. SFMC Section 2-777.a.14. exempts attorney services from the procurement process.

Civica Law is a law firm dedicated to providing cities and counties with legal services to assist with enforcing their laws effectively, efficiently and fairly and defending agencies against risks and lawsuits. They currently serve over 40 cities, counties and public agencies to abate dangerous and substandard properties, improve housing conditions, and effectively deal with a wide range of quality-of-life issues – from drug and gang dens illegal business operations to land use, and zoning issues. Civica Law not only provides legal services but also provides trainings and often serves on panel discussions at conferences related to code enforcement matters. Currently Civica Law is assisting with three (3) specific cases. To date they have assisted with acquiring and executing an Inspection Warrant and filing a Warrant Return, issuing a Notice and Order to Repair to Abate, assisted with inspections, and have provided legal analysis and recommendations related to the code enforcement cases that have been identified as those with significant unresolved zoning and/or building code violations.

Consideration to Approve a First Amendment to the Legal Services Agreement with Civica Law Group for On-Call Code Enforcement Legal Services

Page 3 of 3

Staff recommends that the City Council approve an amendment to the existing agreement with Civica Law for code enforcement legal services, extending the term for an additional three (3) years and increasing the maximum agreement amount to \$100,000. The agreement specifies that only the amount allocated in each fiscal year's budget will be expended, ensuring that spending remains within budgetary limits. For the remainder of this fiscal year, the total expenditure will be \$49,000, which is within the current fiscal year's budget allocation. This amendment is necessary to provide ongoing legal support for code enforcement activities over the next three (3) years.

BUDGET IMPACT:

Costs for on-call code enforcement legal services will be based on the hourly rate schedule and reimbursement costs. Services can only be rendered at the request of the Director of Community Development. This agreement does not commit the City to expending a specified amount for legal services. Services will be rendered based on an as needed basis and up to the authorized budgeted amount for the given fiscal year. In addition, reimbursement of enforcement expenses, court costs, attorney fees, and staff time are reimbursable expenses if the City seeks reimbursement for costs incurred as part of receiverships, nuisance abatements or other such actions.

The total estimated cost for the remainder of FY 2024-2025 is \$49,000. Funding is included in the City's FY 2024-2025 Adopted Budget as listed in the chart below.

SOURCES		
Fund	Account Number	Allocation
General Fund – Legal Services	001-110-0000-4270	\$ 40,000
General Fund – Community Preservation (CD)	001-152-0000-4270	\$ 9,000
Total Sources:		\$ 49,000

CONCLUSION:

It is recommended that the City Council approve a First Amendment to the Legal Services Agreement with Civica Law Group, APC (Attachment "A" – Contract No. 2244(a)) to increase the not to exceed sum from \$24,900 to \$100,000 for on-call services for a three-year term.

ATTACHMENTS:

- A. Contract No. 2244(a), including:
Exhibit "A": Contract 2244



2024

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT
(Engagement: On-Call Code Enforcement Legal Services)
(Parties: Civica Law Group, APC and City of San Fernando)

THIS FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 16th day of October, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CIVICA LAW GROUP, APC (Civica) (hereinafter, "LAW FIRM"). For the purposes of this First Amendment, the capitalized term "Parties." The capitalized term "Party" may refer to CITY or LAW FIRM interchangeably, as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into that certain agreement dated 22nd day of May, 2024, and entitled "Legal Services Agreement – Code Enforcement Legal Services", Contract No. 2244 (hereinafter, the "Master Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the term of the Master Agreement expires May 22, 2025; and

WHEREAS, the parties desire to amend the Master Agreement to extend the term of service to June 30, 2027.

WHEREAS, the Master Agreement was approved by the San Fernando City Manager ("City Manager") under the City Manager's expenditure authority set forth in the San Fernando Municipal Code and provide for a maximum compensation of Twenty-Four Thousand, Nine Hundred Fifty Dollars (\$24,950); and

WHEREAS, the Parties now wish to modify the maximum compensation by increasing not-to-exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) to account for additional legal services; and

WHEREAS, this First Amendment was approved by the San Fernando City Council at its Regular Meeting of October 21, 2024, under Agenda Item No. 6.

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

SECTION 1. The term of the Master Agreement as set forth under section 1.1 (Term) of the Master Agreement is hereby extended through **June 30, 2027.**

SECTION 2. Section 1.4 (Compensation) of the Master Agreement is amended in its entirety to now state the following:

LAW FIRM shall perform the Services in accordance with the schedule of hourly rates entitled "Fee Schedule" which is attached and incorporated as Exhibit "A" to the Master Agreement (hereinafter, the "Compensation Schedule"). The foregoing notwithstanding, LAW FIRM's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of ONE HUNDRED THOUSAND DOLLARS (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement plus all extension terms, unless such added expenditure is first approved by the City Council. In the event LAW FIRM's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement or the expiration of any extension term, CITY may suspend LAW FIRM's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement. CITY shall reimburse LAW FIRM for all costs and expenses incurred by LAW FIRM in providing the Services under this Agreement, as further set forth in the Compensation Schedule.

SECTION 3. Except as otherwise set forth in this First Amendment, the Agreement shall remain binding, controlling and in full force and effect. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of the First Amendment shall govern and control but only to the extent of the conflict or inconsistency and no further.

SECTION 4. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreement or understandings, whether oral or written, or entered into between CITY and LAW FIRM prior to the execution of this First Amendment. No statements, representations or other agreements whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

Signature page to follow

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

CITY OF SAN FERNANDO

CIVICA LAW GROUP, APC

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



2024

LEGAL SERVICES AGREEMENT

(Parties: Civica Law Group, APC and City of San Fernando)
(Engagement: Code Enforcement Legal Services)

THIS LEGAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 22nd day of May, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CIVICA LAW GROUP, APC (hereinafter, "LAW FIRMLAW FIRM"). For the purposes of this Agreement, CITY and LAW FIRM may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or LAW FIRMLAW FIRM interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires legal services for code enforcement related matters and wishes to engage the services of LAW FIRM to provide special counsel code enforcement legal services as described in this Agreement; and

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

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

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall commence on the Effective Date and expire one (1) calendar year thereafter (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, LAW FIRM shall provide legal advice, representation, and assistance to CITY regarding code enforcement related matters as assigned to LAW FIRM. LAW FIRM shall report on a regular basis to CITY Representative regarding the assigned matters and shall handle all matters subject to the oversight and direction of CITY staff.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 2 of 19

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- B. LAW FIRM further agrees to provide the services and tasks described in that certain proposal of LAW FIRM entitled "Requested Proposal Regarding Legal Services" dated April 11, 2024 (hereinafter, the "LAW FIRM Scope of Services") which is attached and incorporated hereto as **Exhibit "A"**. LAW FIRM further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services."
- 1.3 **PROSECUTION OF SERVICES:** LAW FIRM shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant LAW FIRM 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 LAW FIRM 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 LAW FIRM and accepted by CITY.
- 1.4 **COMPENSATION:** LAW FIRM shall perform the Services in accordance with the schedule of hourly rates entitled "Fee Schedule" which is attached and incorporated hereto as **Exhibit "B"** (hereinafter, the "Compensation Schedule"). The foregoing notwithstanding, LAW FIRM's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **TWENTY-FOUR THOUSAND NINE HUNDRED DOLLARS (\$24,900)** (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 LAW FIRM's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend LAW FIRM's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement. CITY shall reimburse LAW FIRM for all costs and expenses incurred by LAW FIRM in providing the Services under this Agreement, as further set forth in the Compensation Schedule.
- 1.5 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, LAW FIRM 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 LAW FIRM's monthly compensation is a function of hours worked by LAW FIRM'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 or of CITY's request for back-up documentation or information to confirm the accuracy, reasonableness, or legitimacy of certain charges.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 3 of 19

Such written requests may take the form of an electronic mail request by the CITY Representative. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. The failure of CITY to timely issue the written notice disputing charges or requesting additional back-up documentation or information shall be interpreted to mean that CITY does not dispute any fee or charge contained in FIRM's invoice and shall operate as a waiver of CITY's right to later dispute the subject fee(s) or charge(s). CITY will not withhold applicable taxes or other authorized deductions from payments made to LAW FIRM.

- 1.6 ACCOUNTING RECORDS: LAW FIRM 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 LAW FIRM: In the event LAW FIRM 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, LAW FIRM will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by LAW FIRM in the performance of this Agreement. Furthermore, LAW FIRM 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 LAW FIRM's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Erika Ramirez, Director of Community Development (hereinafter, the "City Representative"), to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. LAW FIRM will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 LAW FIRM REPRESENTATIVE: LAW FIRM hereby designates Matthew Silver, Managing Partner, to act as its representative for the performance of this Agreement (hereinafter, "LAW FIRM Representative"). LAW FIRM Representative will have full authority to represent and act on behalf of the LAW FIRM for all purposes under this Agreement. LAW FIRM Representative or the LAW FIRM 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 LAW FIRM Representative will constitute notice to LAW FIRM.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 4 of 19

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- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: LAW FIRM shall fully cooperate with and work closely with CITY staff in the performance of the Services and this Agreement and will be available to the same at all reasonable times. CITY consents to the transfer of all files to LAW FIRM for matters referred by CITY to LAW FIRM. LAW FIRM shall keep CITY Representative informed of the status and progress of all CITY pending legal matters. The work prepared by LAW FIRM will be subject to oversight, inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: LAW FIRM represents, acknowledges, and agrees to the following:
- A. LAW FIRM 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. LAW FIRM 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. LAW FIRM will perform all Services in a manner reasonably satisfactory to the CITY;
 - D. LAW FIRM will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090, the Political Reform Act (Government Code §§81000 *et seq.*) and Rules of Professional Conduct. LAW FIRM shall be liable for all violations of such laws and regulations in connection with LAW FIRM's performance of the Services. If LAW FIRM performs any work knowing it to be contrary to such laws, rules and regulations, LAW FIRM shall be solely responsible for all costs arising therefrom;
 - E. LAW FIRM 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 LAW FIRM's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by LAW FIRM; and
 - G. All of LAW FIRM'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

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 5 of 19

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 LAW FIRM will perform, at LAW FIRM's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by LAW FIRM's failure to comply with the standard of care set forth under this Section or by any like failure on the part of LAW FIRM's employees, agents, contractors, subcontractors. The Parties acknowledge and agree that CITY's acceptance of any work performed by LAW FIRM or on LAW FIRM'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 LAW FIRM, including but not limited to the representation that LAW FIRM 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 LAW FIRM 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 LAW FIRM or on behalf of LAW FIRM in the performance of this Agreement. In recognition of this interest, LAW FIRM 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 LAW FIRM'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 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by LAW FIRM or under LAW FIRM's strict supervision. LAW FIRM will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains LAW FIRM on an independent contractor basis and not as an employee. LAW FIRM 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 LAW FIRM'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 LAW FIRM are not employees of CITY and will at all times be under LAW FIRM's exclusive direction and control. LAW FIRM 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. LAW FIRM 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, LAW FIRM and any of

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 6 of 19

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.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of LAW FIRM's officers, employees, agents, contractors, or subcontractors is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to LAW FIRM, a threat to persons or property, or if any of LAW FIRM's officers, employees, agents, contractors, and subcontractors fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, or subcontractor will be promptly removed by LAW FIRM and will not be reassigned to perform any of the Services.
- 2.8 **COMPLIANCE WITH LAWS:** LAW FIRM 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. LAW FIRM'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.
- 2.9 **NON-DISCRIMINATION:** LAW FIRM represents that it is an equal opportunity employer, and it shall not discriminate against any 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.
- 2.10 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand, and agree that LAW FIRM and all persons retained or employed by LAW FIRM are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. LAW FIRM and all persons retained or employed by LAW FIRM 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 LAW FIRM under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Before performing any Services contemplated under this Agreement, LAW FIRM will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. LAW FIRM will procure and maintain the following insurance coverage, at its own expense:

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 7 of 19

- A. Commercial General Liability Insurance: LAW FIRM 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, property damage, , and contractual liability.

 - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, LAW FIRM 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 LAW FIRM 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 LAW FIRM 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, LAW FIRM will procure and maintain Errors and Omissions Liability Insurance appropriate to LAW FIRM’s profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 8 of 19

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- 3.4 PRIMACY OF LAW FIRM'S INSURANCE: All policies of insurance provided by LAW FIRM will be primary to any coverage available to CITY. 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 LAW FIRM's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit LAW FIRM or LAW FIRM's officers, employees, agents, and subcontractors from waiving the right of subrogation prior to a loss. LAW FIRM hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: LAW FIRM 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, LAW FIRM 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, LAW FIRM shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, LAW FIRM 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 LAW FIRM 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

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 9 of 19

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 LAW FIRM's performance under 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. LAW FIRM acknowledges that CITY would not enter into this Agreement in the absence of LAW FIRM's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, LAW FIRM 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 LAW FIRM's performance of the Services 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. The foregoing notwithstanding, LAW FIRM shall have no duty to indemnify or defend the CITY Indemnitees for specific causes of action challenging the underlying legality or constitutionality of code enforcement policies and procedures set forth in the San Fernando Municipal Code or in any other City Council-adopted policies, unless such policies or procedures challenged were adopted on the advice or recommendation of LAW FIRM.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to LAW FIRM under this Agreement, any amount due to CITY from LAW FIRM as a result of LAW FIRM's failure to either pay CITY promptly for any costs associated with LAW FIRM's obligations to indemnify the CITY Indemnitees under this Article or related to LAW FIRM'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 LAW FIRM under this Article will not be limited by the provisions of any workers' compensation act or similar act. LAW FIRM 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 LAW FIRM 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 LAW FIRM in the performance of this Agreement. In the event LAW FIRM fails to obtain such indemnity obligations from others as required herein, LAW FIRM 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 LAW FIRM's subcontractors or any other person or entity involved by, for, with or on behalf of LAW FIRM in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 10 of 19

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- 4.6 CITY does not and shall not waive any rights that it may possess against LAW FIRM 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 or LAW FIRM 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, LAW FIRM will be compensated only for those services and tasks which have been performed by LAW FIRM up to the effective date of the termination. LAW FIRM 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 LAW FIRM to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by LAW FIRM in connection with the performance of the Services. LAW FIRM 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.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 11 of 19

- B. LAW FIRM 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 LAW FIRM to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which LAW FIRM 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, LAW FIRM may submit a written request for additional time to cure the Event of Default upon a showing that LAW FIRM 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, LAW FIRM may submit a written request for additional time to cure the Event of Default upon a showing that LAW FIRM 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 LAW FIRM 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 LAW FIRM will include, but will not be limited to the following: (i) LAW FIRM's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) LAW FIRM'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) LAW FIRM'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 LAW FIRM, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by LAW FIRM relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by LAW FIRM within forty-five (45) calendar days of LAW FIRM'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

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 12 of 19

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 LAW FIRM as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of LAW FIRM's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend LAW FIRM's performance under this Agreement pending LAW FIRM's cure of any Event of Default by giving LAW FIRM written notice of CITY's intent to suspend LAW FIRM'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, LAW FIRM will be compensated only for those services and tasks which have been rendered by LAW FIRM 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 LAW FIRM, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to LAW FIRM, 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 LAW FIRM's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

LAW FIRM 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.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 13 of 19

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- G. In the event CITY is in breach of this Agreement, LAW FIRM's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to LAW FIRM 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 LAW FIRM 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. LAW FIRM will require all subcontractors working on behalf of LAW FIRM 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 as applies to Documents and Data prepared by LAW FIRM in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by LAW FIRM or provided for performance of this Agreement are deemed confidential and will not be disclosed by LAW FIRM 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. LAW FIRM 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.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 14 of 19

6.3 FALSE CLAIMS ACT: LAW FIRM warrants and represents that neither LAW FIRM nor any person who is an officer of, in a managing position with, or has an ownership interest in LAW FIRM 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:

LAW FIRM:

Civica Law Group, APC
Attn: Chief Operating Officer
3240 El Camino Real, Suite 190
Irvine, CA 92602
Phone: (949) 506-4276

CITY:

City of San Fernando
Community Development
Attn: Director of Community Development
117 Macneil St.
San Fernando, CA 91340
Phone: (818) 898-1217

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: LAW FIRM will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts 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 LAW FIRMS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by LAW FIRM.

6.8 CONFLICTS OF INTEREST:

A. LAW FIRM warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for LAW FIRM, to solicit or secure this Agreement. Further, LAW FIRM 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 LAW FIRM, 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

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 15 of 19

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. LAW FIRM may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place LAW FIRM in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
 - C. In addition to conflict of interest prescriptions imposed on attorneys by the CA Business and Professions Code and by Rule 3-310 of the CA Rules of Professional Conduct, LAW FIRM agrees that unless waived in writing by CITY, neither LAW FIRM of any attorney employed by LAW FIRM shall represent clients before any board, commission, committee or department of CITY or represent a clients adverse to CITY for a period of one (1) year from the date of completion of the Services to be provided to CITY under this Agreement or its early termination as provided in Section V.
 - D. LAW FIRM 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.* LAW FIRM warrants and represents that no owner, principal, partner, officer, or employee of LAW FIRM 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 LAW FIRM was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, LAW FIRM 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 LAW FIRM will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and LAW FIRM will be required to reimburse the CITY for any sums paid to LAW FIRM. LAW FIRM 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.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 16 of 19

- 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 LAW FIRM 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.

LEGAL SERVICES AGREEMENT

Code Enforcement Legal Services

Page 17 of 19

6.20 **FORCE MAJEURE:** The completion deadline for any Services assigned to LAW FIRM may be extended in the event of any delays due to unforeseeable causes beyond the control of LAW FIRM and without the fault or negligence of LAW FIRM, 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. LAW FIRM 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 LAW FIRM be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, LAW FIRM'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 LAW FIRM and the remaining two original counterparts will be retained by CITY.

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

CITY OF SAN FERNANDO:

CIVICA LAW GROUP, APC:

By:  _____
Nick Kimball, City Manager

By:  _____

Date: 05/23/2024 | 1:21 PM EDT

Name: Matthew Silver

Title: Managing Partner

APPROVED AS TO FORM

Date: 05/22/2024 | 5:36 PM PDT

By:  _____
Richard Padilla, Assistant City Attorney

Date: 05/22/2024 | 8:39 PM PDT



Via Email

April 11, 2024

City of San Fernando
Ms. Erika Ramirez
Director of Community Development
eramirez@sfcity.org

Subject: Requested Proposal Regarding Legal Services

Dear Ms. Ramirez:

Please accept this letter in response to the City's recent outreach to us and request for our proposal concerning our firm's ability to provide code enforcement/City Prosecutor related legal services to the City.

Our firm would be honored to provide legal services for the City's code enforcement needs and other issues of concern. We offer comprehensive code enforcement legal expertise, spanning well over 100 years of collective experience. We propose a blended hourly rate of \$295 for attorneys and \$180 for paralegals and law clerks. We do not charge a retainer or have any minimum billing for projects.

Our goal is to provide the City with effective solutions at a reasonable cost that also provides stability and predictability for the City's budget. We strive to put the focus where it should be: on the service we provide to the City and its community, with a dedication to effective results and respect for taxpayer funds.

Thank you for your inquiry, as well as the opportunity to serve the City of San Fernando. Please contact me if you have questions.

Best regards,

A handwritten signature in blue ink, appearing to read "M. Silver".

Matthew R. Silver
Managing Partner
Civica Law Group APC

EXHIBIT "B"

FEE SCHEDULE

I. Consultant shall perform the tasks in Section 1.2 ("Scope of Services") at the following rates:

- Attorneys - \$295 per hour
- Paralegal/clerks - \$180 per hour

Consultant's rates shall be subject to an adjustment of up to five percent rounded up to the nearest dollar each fiscal year to offset rising costs.

Reimbursable costs:

City shall reimburse Consultant for all cost and expenses incurred by Consultant in providing legal services under this Agreement, including court filing fees, process server fees, courier and messenger fees, postage expenses, property title research cost, litigation guarantee costs, legal research, printing and document production (at \$0.16 per copy for black & white, and \$0.60 per copy for color), travel costs, automobile mileage at the prevailing IRS rate, litigation costs, and other costs necessary for legal representation.

Consultant cannot and does not represent, promise or guarantee any particular outcome. Consultant shall correspond closely with, receive direction and input, to the extent provided by law, from, and provide regular updates to appropriate City staff on matters handled by the Consultant.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: October 21, 2024

Subject: Consideration to Approve a Professional Services Agreement with Hope the Mission for Mental Health Clinician Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with Hope the Mission (Attachment “A” – Contract No. 2308) for Mental Health Clinician Services;
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

BACKGROUND:

1. In March 2022, Staff proposed a concept to Congressman Tony Cardenas about developing a Mental Health Clinician program to enhance mental health resources for the community and provide a more comprehensive approach to dealing with homelessness, substance abuse, and mental health issues.
2. On January 4, 2023, the City received a notification from Congressman Cardenas’ office of available funding for the Project through the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant.
3. In April 2023, the City submitted an application for SAMHSA Grant funding, with the support of Congressman Cardenas.
4. On September 8, 2023, the City received notification of award for \$757,583.
5. In December 2023, the City Council adopted Resolution No. 8279, authorizing the acceptance of the SAMHSA grant, totaling \$757,583, from the Department of Health and Human Services.

Discussion and Consideration to Approve Professional Service Agreement for Comprehensive Mental Health Clinician Services

Page 2 of 7

6. On August 1, 2024, the City released a Request for Proposals (RFP) for Mental Health Clinician Services on the City's website and in the San Fernando Sun Newspaper. The deadline for proposals was extended to September 5, 2024. Three (3) agencies submitted proposals by the deadline. One (1) proposal was disqualified because of a lack of relevant experience in mental health clinician services.
7. On August 2, 2024, the Police Department received notification of approval for a one-year, no-cost grant extension to the SAMHSA Grant. The grant was extended to September 29, 2025.
8. On August 5, 2024, the City Council authorized the lease of a care vehicle for the transportation of individuals requiring assistance in coordination with health clinician services as a component of the SAMHSA Grant program.
9. On October 9, 2024, staff requested the remaining two (2) providers to submit revised budgets that do not exceed the allotted amounts for mental health clinician and marketing services, which total is \$427,950.
10. On October 14, 2024, one (1) provider, Hope the Mission, submitted a revised proposal budget.

ANALYSIS:

The SAMHSA Grant, accepted by the City Council in December 2023 totaling \$757,583, which included funding for homeless outreach services, a care vehicle, computers, and workstations, and grant project coordination, marketing and community outreach to raise awareness of available mental health resources. Additionally, funding was earmarked for mental health clinician services, which include de-escalation training for officers, support during calls involving mental health crises, case follow-up, and community engagement.

A mental health clinician is a trained professional who provides support and care to individuals experiencing mental health challenges, including crises related to mental health disorders, substance abuse, and homelessness. In the context of law enforcement, mental health clinicians play a critical role in supporting officers by offering specialized assistance during encounters with individuals in mental health crises. The clinicians are skilled in de-escalation techniques, which can help reduce tensions during these interactions and improve outcomes for all involved.

For the San Fernando Police Department's Mental Health Clinician Program, funded through the SAMHSA grant, mental health clinicians will collaborate closely with officers to enhance their response to mental health-related incidents in the community. Clinicians will provide on-site support during calls for service, offer case follow-up, and engage in community outreach to

Discussion and Consideration to Approve Professional Service Agreement for Comprehensive Mental Health Clinician Services

Page 3 of 7

increase awareness and access to mental health resources. By addressing underlying issues and providing compassionate care, these professionals help bridge the gap between law enforcement and mental health services, contributing to a more holistic approach to public safety. To implement this program, staff prepared a Request for Proposals (RFP) for mental health clinician services, seeking proposals from local non-governmental agencies capable of delivering the outlined services in alignment with the SAMHSA Grant (Attachment "A" Exhibit "A").

The RFP was released on August 1, 2024, and posted on the City's website and published in the San Fernando Sun Newspaper. In addition, staff contacted several neighboring organizations to inform them of the RFP, including Olive View Medical Center; Providence Facey Medical Group; Van Nuys Behavior Health; Pacifica Hospital; and San Fernando Community Health Center (SFCHC). Representatives of SFCHC responded to the solicitation for bid submission that their organization was unable to provide de-escalation and crisis management as outlined in the RFP. Subsequently, SFCHC would not be submitting a proposal to the City.

While responses were not received from the remaining agencies above-listed, the following three (3) agencies submitted proposals by the deadline of September 5, 2024: Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA); Hope the Mission; and Nuway.

All proposals were reviewed by an evaluating panel consisting of Police Chief, Police Administrative Commander, Director of Community Development, Director of Administrative Services, Housing Coordinator, Community Engagement Detective, and Police Management Analyst. The evaluation process involved a comprehensive review of each submission, which included rating the proposals on the following criteria:

- Completeness and Comprehensiveness
- Geographic Proximity to the City
- Estimated Response Time to Calls for Service During Business Hours
- Proposed Training Schedule, including Topics, for City Personnel
- Previous Service Delivery Experience, Prior Successes, Capacity to Fulfill Required Services, and Qualified Personnel
- Cost Effectiveness
- Quality of Proposed Staff

After careful consideration, the Panel determined that the proposals from L.A. CADA and Hope the Mission most closely aligned with the needs and priorities of the grant project. However, both proposed budgets exceeded the amount of funding available for mental health clinician and marketing services. Staff then requested revised budget proposals from L.A. CADA and Hope the Mission to closely align with available grant fund of \$427,950.

Discussion and Consideration to Approve Professional Service Agreement for Comprehensive Mental Health Clinician Services

Page 4 of 7

Hope the Mission (HTM) submitted a revised budget proposal on October 14, 2024. L.A. CADA was unable to submit a revised budget within the allotted time frame. The revised budget amounts are highlighted in the following chart:

<u>AGENCY</u>	<u>ORIGINAL BUDGET PROPOSAL</u>	<u>REVISED BUDGET PROPOSAL</u>
L.A. CADA	\$631,163	No Response
Hope the Mission	\$750,506	\$512,165

While in excess of the requested budget, HTM’s proposal includes comprehensive health clinician services in addition to marketing and outreach. The proposal reflects associated equipment and supplies needed for both efforts, which have been redirected for HTM’s administration purposes. City staff project coordination costs were additionally reduced as a result of the reduced timeline for completion and HTM’s assistance in administering additional services.

In addition, HTM’s proposal included a recommendation to oversee transportation as an alternative to the City leasing a care vehicle. HTM’s revised budget (Attachment “A”, Exhibit “C”) includes \$10,000 for transportation costs, which includes mileage reimbursement for HTM team members responding to service calls. This item was included in the budget because, after analysis, reimbursing staff mileage for personal vehicle use was determined to be more cost-effective than covering vehicle lease, repairs, and fuel. A component of the grant originally included a City Council approved a lease for a care vehicle for the mental health clinician project, which was approved on August 5, 2024, for which the lease agreement has not yet been executed. Redirecting the funding will enable the City to maximize the Mental Health Clinician Program efforts. The below table captures recommended Grant Project budget changes to cover all associated costs:

GRANT USES	GRANT BUDGET	VENDOR PROPOSAL	AMENDED GRANT BUDGET
Project Coordination	83,155		70,218
Homeless Outreach Services	175,200		175,200
Clinician Services	348,000	441,345	441,345
Equipment/Supplies	6,240	12,010	12,010
Marketing & Outreach	79,950	46,560	46,560
Marketing Supplies	13,750	2,250	2,250
Transportation	51,288	10,000	10,000
GRANT TOTAL:	\$757,583	\$512,165	\$757,583

In turn, staff is recommending City Council approval of a Professional Service Agreement for Comprehensive Mental Health Clinician Services with Hope the Mission.

Discussion and Consideration to Approve Professional Service Agreement for Comprehensive Mental Health Clinician Services

Page 5 of 7

Hope the Mission Service Overview.

Hope the Mission (HTM) is a nonprofit 501(3)(c) organization based in Los Angeles County, dedicated to addressing poverty, hunger, and homelessness through a holistic, multidisciplinary approach. HTM offers a variety of services that includes mental health support, housing assistance, and substance abuse treatment.

Hope the Mission's Mental Health Department is comprised of nearly 20 full-time staff members including licensed mental health care coordinators, substance use disorder counselors, peer support specialists, clinicians, and case managers. Together, they provide crisis intervention, case management, and community outreach services. HTM staff have experience working with individuals facing serious mental illness and substance use disorders, and the department has established partnerships with local agencies, such as the Department of Mental Health and Tarzana Treatment Centers, to ensure clients have access to specialized services. HTM's approach emphasizes collaboration with local agencies to provide comprehensive support tailored to the diverse needs of clients. Additionally, HTM's Mental Health Department has received and managed its own SAMHSA grant, so HTM is familiar with grant program requirements.

Hope the Mission's proposed Scope of Work includes these key services:

- **Ongoing Training and Support for Police Personnel:** Senior mental health professionals will deliver training on mental health awareness, crisis intervention, and de-escalation techniques. They will also provide ongoing consultation to officers to reinforce best practices in handling mental health crises.
- **De-escalation and Crisis Intervention Support:** Licensed mental health clinicians will accompany officers on calls involving individuals experiencing mental health crises. This service aims to assist in de-escalating situations and reducing violent encounters. Clinicians will operate Monday through Friday from 8 AM to 6 PM, excluding holidays.
- **Follow-Up and Case Management Services:** Case managers will provide follow-up support and coordinate ongoing mental health care for individuals referred by law enforcement. This includes assessments, crisis intervention planning, and ensuring continuity of care.
- **Marketing and Community Engagement:** HTM will engage in community outreach to raise awareness of mental health resources. This will involve partnerships with local organizations, participation in community events, and distribution of educational materials.

The revised estimated total cost for these services is \$512,165 over a 10-month period from contract approval to the end of the SAMHSA grant period on September 29, 2025.

Discussion and Consideration to Approve Professional Service Agreement for Comprehensive Mental Health Clinician Services

	<u>HOPE THE MISSION</u>
Organization Type	Nonprofit organization addressing homelessness
Years of Operation	Established in 2009
Key Services Offered	<ul style="list-style-type: none"> • Ongoing Training and Support for SFPD • Assistance with De-escalation and Crisis Intervention • Follow-up and Case Management, Record-keeping • Marketing and community engagement
Proposed Staffing	Project staffing includes <ul style="list-style-type: none"> • Two (2) full-time Licensed Mental Health Therapists • Two (2) full-time Case Managers • Quality Assurance Analyst (0.33 FTE) • The Senior Director of Mental Health Department (0.25 FTE) • The Lead Clinical Director in the Mental Health Department (.4 FTE)
Implementation/Start-up Plan	Implementation not to exceed 30 days from the date of Agreement.
Proposed Training for Officers	Mental health awareness, crisis intervention, and de-escalation techniques
Crisis Response Model	<ul style="list-style-type: none"> • Clinicians accompany officers on calls • Two-member mental crisis team
Budget Proposal	Original: \$750,506 Revised: \$512,165
Contract Duration	10 months from approval
Community Engagement	<ul style="list-style-type: none"> • Outreach team based in San Fernando for 40 hours/week to respond to calls for service involving individuals experiencing mental health crises, follow-up and case management. • Engagement through partnerships and community events
Alignment with SAMHSA Goals	Focus on enhancing officer training and community awareness

BUDGET IMPACT:

In December 2023, the City Council authorized acceptance of the SAMHSA Grant totaling \$757,583, with approved program budget guidelines. Staff has received authorization from the granting agency that the grant budget modification is allowable to reallocate budget line items to fund the Mental Health Clinician program as follows:

Discussion and Consideration to Approve Professional Service Agreement for Comprehensive Mental Health Clinician Services

Page 7 of 7

GRANT SOURCES	GRANT BUDGET	AMENDED BUDGET
Substance Abuse & Mental Health Services Administration (SAMHSA)	757,583	757,583
TOTAL GRANT SOURCES:	\$757,583	\$757,583

GRANT USES	VENDOR	GRANT BUDGET	AMENDED BUDGET
Project Coordination	City Staff	83,155	70,218
Homeless Outreach Services	North Valley Caring Services	175,200	175,200
Clinician Services	Hope the Mission	348,000	441,345
Equipment/Supplies	Hope the Mission	6,240	12,010
Marketing & Outreach	Hope the Mission	79,950	46,560
Marketing Supplies	Hope the Mission	13,750	2,250
Transportation	Hope the Mission	51,288	10,000
TOTAL GRANT USES:		\$757,583	\$757,583

These budget modifications will allow the City to maximize mental health care efforts through the selected service provider and bring the total budget for the selected provider to \$512,165.

Funding from the SAMHSA grants is sufficient to cover mental health clinician services, inclusive of marketing and community engagement, for one (1) year. During this time, staff will actively pursue additional funding opportunities to ensure the continuation and potential expansion of Mental Health Clinician Program.

CONCLUSION:

Staff recommends that the City Council approve Contract No. 2308 Mental Health Clinician Services and authorize the City Manager to make non-substantive changes and execute the Professional Services Agreement and all additional documents.

ATTACHMENT:

- A. Contract No. 2308, including:
 - Exhibit “A”: RFP for Mental Health Clinician Services [\(provided digitally through weblink\)](#)
 - Exhibit “B”: Hope the Mission – Proposal for Mental Health Clinician Services
 - Exhibit “C”: Hope the Mission – Revised Budget for Mental Health Clinician Services



2023

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Mental Health Clinician Services)

(Parties: City of San Fernando and Hope the Mission DBA Hope Of The Valley Rescue Mission)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 21st day of October, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and HOPE THE MISSION, DBA HOPE OF THE VALLEY RESCUE MISSION, (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 mental health clinician 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, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of October 21, 2024 under Agenda Item No. 7.

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

I.

ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- 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 "REQUEST FOR PROPOSALS: MENTAL HEALTH CLINICIAN SERVICES," (hereinafter, "CITY RFQ") and the written proposal of CONSULTANT entitled "RFP-MENTAL HEALTH CLINICIAN SERVICES, THE CITY OF SAN FERNANDO POLICE DEPARTMENT" (hereinafter, the "CONSULTANT Proposal") dated September 5, 2024. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the

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

- B. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before September 29, 2025 (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.3 COMPENSATION:** CONSULTANT shall perform the Work in accordance with "HOPE THE MISSION REVISED BUDGET" (hereinafter, the "COMPENSATION RATE") and attached hereto as **Exhibit "C"**. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **FIVE HUNDRED TWELVE THOUSAND ONE HUNDRED AND SIXTY FIVE DOLLARS (\$512,165)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first

approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION:** Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE:** The CITY hereby designates the Police Chief (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Ken Craft, CEO and Founder, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

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

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and

CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Phebie Zaky, Senior Director of Mental Health Programs.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

- 2.10 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage 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:** 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 shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS**: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING**: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE**: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION**: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

- 3.6 VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

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

- 4.8** **WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS:** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.9** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.10** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.11** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.12** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.13** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will

constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, 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.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2308

Mental Health Clinician Services

Page 16 of 19

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

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

CONSULTANT:

Hope the Mission, dba Hope of the
Valley Rescue Mission
Attn: Ken Craft, CEO
PO Box 8425
Van Nuys, CA 91409
Phone: 805-279-3055

CITY:

City of San Fernando
Attn: Police Department
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1254

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

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

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

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

- 6.8 PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE:** This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

- 6.16 AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2308

Mental Health Clinician Services

Page 19 of 19

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

HOPE THE MISSION, DBA HOPE OF THE VALLEY RESCUE MISSION:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



September 05, 2024

City of San Fernando – San Fernando Police Department
910 First Street
San Fernando, CA 91340

RE: Request For Proposal – Mental Health Clinician Services

Hope the Mission (DBA Hope of the Valley Rescue Mission) is pleased at the opportunity to apply to the City of San Fernando's request for proposal for Mental Health Clinician Services for San Fernando Police Department. Hope the Mission is an independent 501(c)(3) inclusive, faith-based, nonprofit organization that was founded in 2009. Our mission is to prevent, reduce and eliminate poverty, hunger and homelessness. We do this by offering immediate assistance and long-term solutions.

As a leading housing and homeless services agency in Los Angeles County, HTM has developed a diverse portfolio of programs offering an array of supportive services aimed to support individuals and families experiencing homelessness. HTM is a regional organization and operates programs in Los Angeles, San Bernardino and Kern Counties. Our portfolio of programs includes nine supportive services villages, a shelter for Veterans, three congregate shelters, 3 family shelters, 2 family residential homes, a residential shelter for transitional aged youth, a men's re-entry residential shelter, a men's residential recovery program, three Home Key shelters for families, two drop-in centers, a Day Labor Resource Center, housing navigation services, rapid-rehousing services, three multidisciplinary outreach teams, one storage center, and a mental health program that provides mental health and substance use services.

Hope the Mission is well-qualified to provide mental health services, with a dedicated Mental Health Department of nearly 20 full-time staff, including licensed mental health care coordinators, substance use disorder counselors, and peer support specialists. We offer comprehensive care such as assessments, therapy, and crisis intervention, and have developed partnerships with local agencies like the Department of Mental Health and Tarzana Treatment Centers ensure access to specialized services, making us uniquely positioned to support the mental health needs of our community. HTM also has a strong presence in the San Fernando Valley with offices located in North Hills, Pacoima, and Chatsworth. Additionally, Hope the Mission is a current recipient of SAMHSA grants and is familiar with the compliance measures and reporting requirements, which adds to our qualifications under this RFP.

We have included all required forms and information in the proposal and look forward to hearing from the City of San Fernando in regards to a potential partnership. The undersigned certifies that all statements in the proposal are true and correct and is authorized to represent Hope the Mission in this solicitation.

Ken Craft, CEO & Founder
ken.craft@hopethemission.org
805-279-3055

Request For Proposal – Mental Health Clinician Services

September 05, 2024

Hope the Mission

Proposal for Mental Health Clinician Services

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

I. Program and Model of Service Delivery

In the Request for Proposal (RFP) for Mental Health Services (MHS) in collaboration with the City of San Fernando's Police Department (SFPD), there are five options as part of the proposal: (1) Ongoing Training and Support Services for Police Personnel, (2) Assistance with De-escalation and Crisis Intervention During Mental Health Crises, (3) Follow-Up and Case Management, (4) Marketing and Community Engagement, and (5) Crisis Counseling and Follow-up to San Fernando Residents. Of the five, the MH Department at Hope the Mission (HTM) would like to consider the first four options – (1) Training and Support, (2) Assistance with De-escalation, (3) Case Management, and (4) Marketing/Engagement.

For Option 1, Ongoing Training and Support Services for Police Personnel, this service would be developed and conducted by the Lead Clinical Director in the MH Department at HTM, Carlos Laack, LMFT, and the Senior Director of the MH Department at HTM, Phebie Zaky, LMFT. Upholding the two highest leadership positions in the MH Department at HTM, Carlos and Phebie are part of HTM's Learning and Development Task Force. This is a selective group of interdisciplinary leaders across the agency who are responsible for agency-wide trainings encompassing over 20 administrative and practical sites and nearly 800 employees. Both Carlos and Phebie have a history of working in non-profit, community mental health organizations in the San Fernando Valley and Los Angeles County at large for approximately 30 combined years. Both have worked with serious mental illness and co-occurring substance abuse issues. Both are certified Clinical Supervisors, allowing them to supervise unlicensed mental health clinicians in meeting state board licensing requirements. Additionally, they are formally trained in a number of evidenced-based protocols and continue to expand their learning through professional development and various trainings.

Specifically for the RFP for MHS for the SFPD, it is asserted that Carlos and Phebie possess the academic expertise and professional experience to develop and provide comprehensive training programs for the police personnel. This would address handling mental health-related calls, including mental health awareness, crisis intervention and de-escalation techniques. Additionally, they would offer ongoing support and consultation to police personnel in the application of best practices for managing mental health crises. Lastly, they would implement and promote de-escalation strategies to ensure safe and effective resolution of incidents. Upon fulfilling this, the outcome would meet Goal 3 and Objectives A and B as outlined in the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant. Goal 3 states, "Build the capacity of the City of San Fernando to better respond to the needs of the residents." Meanwhile, it would meet Goal 3's Objectives A and B: "develop and employ trainings for 100% of the Police Department personnel by July 2025" and "ensure all key personnel are trained to exceed POST requirement on strategic communications, including a curriculum on mental health first aid" at a minimum of eight hours annually by September 2025,

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

respectively speaking. The plan of implementation and start date may be as soon as September 30, 2024. Though, this would not exceed more than 30 days following the date of agreement.

For Option 2, Assistance with De-escalation and Crisis Intervention During Mental Health Crises, these services would be facilitated by two licensed mental health professionals. These could be LCSWs, LMFTs and/or LPCCs. These professionals would need to be licensed in order to operate independently given the anticipated acuity of the residents. Also, ideally the mental health clinicians would be bilingual with moderate to advanced speaking and writing skills in English and Spanish to meet cultural competency needs. The duties and responsibilities of the role would include delivering crisis intervention services to individuals in mental health crises. Also, the duties would entail accompanying officers on calls involving individuals experiencing mental health crises between the hours of 8:00 AM to 6:00 PM, Monday through Friday, holidays excluded. This would require two mental health clinicians needed to fulfill a five-day work week. Finally, the roles would also provide assistance and guidance to officers at calls for service in de-escalating situations and reducing violent encounters, particularly those individuals experiencing a mental health crisis.

Specifically for the RFP for MHS for the SFPD, it is contended that the outcome would meet Goal 1 and Objectives A and B as outlined in the SAMHSA Grant. Goal 1 states, "increase the capacity of the Police Department to reduce the number of unwarranted police encounters with people experiencing mental health issues." Moreover, it would meet Objectives A and B: "reduce repeat calls for mental health services by 50% by September 2025" and "improve the level of service for the Police Dispatch team as captured in the annual community survey", respectively speaking. As the professionals will need to be onboarded for these roles, the target plan of implementation and start date will ideally be by September 30, 2024.

For Option 3, Follow-Up and Case Management, this service would be carried out by two case managers (CMs). Some of the duties include providing support for individuals and families referred to the agency by law enforcement personnel outside of normal business hours. They would also allow for conducting thorough assessments and developing individualized crisis intervention plans. Additionally, the case managers would provide follow-up case management to ensure individuals receive continued support and access to mental health care services. Finally, the responsibilities would maintain detailed records of interactions and follow-up activities to monitor progress and outcomes. These roles could be fulfilled in one of two ways: (1) either transitioning current PSSs into the role of CMs, and/or (2) onboarding new staff for the role of CMs.

Specifically for the RFP for MHS for the SFPD, it is opined that the outcomes would meet the same goal and objectives as in Option 2 (Goal 1, Objectives A and B) as outlined in the SAMHSA Grant. Given that these roles would be ancillary to the mental

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

health clinicians' roles, it is supposed that the duties and responsibilities would support the mental health clinicians. The plan of implementation and start date may be as soon as September 30, 2024. Though, this would not exceed more than 30 days following the date of agreement.

For Option 4, Marketing and Community Engagement, this service could be fulfilled by the collaboration of two of HTM's Departments: (1) by directors and lead staff in the MH Department, and/or (2) the director and staff in the Plan Development Department. The following tasks would be earmarked solely for the MH Department: (1) Conduct outreach activities in collaboration with the San Fernando Police Department (SFPD), Community Development Department, Los Angeles Family Housing (LAFH), Los Angeles County Department of Mental Health (LACDMH), and other related agencies, as designated by the City, in order to connect individuals with appropriate mental health resources, (2) participate in community events and forums to raise awareness of mental health and support services available to community stakeholders, (3) build and maintain relationships with local mental health service providers and community organizations to enhance service delivery, and (4) work closely with the SFPD's Community Engagement Detective to identify and address community mental health needs. The following task would be conducted in collaboration between the MH and the Plan Development Departments – assist with the development and implementation of a marketing and education campaign raising awareness about mental health and associated services. [It is understood that the providers of this service would be available to attend evening or weekend community engagement events and meetings, as needed.] Meanwhile, the following tasks would be completed solely by the Plan Development Department: (1) create and distribute informational materials, such as brochures, flyers, and digital content, which raise awareness about mental health and associated services, (2) utilize social media and other communication channels to engage the community and disseminate information about mental health initiatives and events, and (3) coordinate with local media outlets to highlight the work of the City in addressing mental health issues and promote positive community-police relations.

Specifically for the RFP for MHS for the SFPD, it is maintained that the outcome would meet Goal 2 and Objectives A, B, and C as outlined in the SAMHSA Grant. Goal 2 states, "educate the community about mental health and its impact in the community." This would yield meeting Objectives A, B and C: "engage in at least three community events/seminars with the residential community on a quarterly basis", "engage in at least three community events/seminars with the business community on a quarterly basis", and "increase the positive association with mental health services by 20% by September 2025", respectively speaking.

II. Staffing Plan

Request for Proposal
 RFP-Mental Health Clinician Services
 The City of San Fernando Police Department

Proposal Option	Staff Person Responsible	Positions/ Personnel + FTE + Roles/ Responsibilities	Staff Services	Staff Supervision + Program Oversight	Initial/Ongoing Training* (number of training hours to be completed by HTM Staff)	Statement of Services **	Proposed Schedule
1 - Training and Support	Carlos Laack, LMFT + Phebie Zaky, LMFT	Carlos Laack @ Lead Clinical Director in the MH Department + Phebie Zaky @ Senior Director of the MH Department	Training + Outreach/ Collaboration + Monthly Reporting	N/A – Self-monitored	Critical Incident Response (1) + Cultural Competency in Law Enforcement (1) + Domestic Violence (1) + Ethical Decision Making (2) + Evidence-Based Policing (1) + Excessive Force (1) + Gang Dynamics (1) + Health and Wellness in Public Safety (1) + Interactions with Individuals with Disabilities (1) + Justice-Based Policing (1) + Emotional Survival in Law Enforcement (1) + Guardians and Warriors: Seeking Balance (1)	**See below the Staffing Plan Grid for the Statements of Service	40% Level of Effort (LOE); Carlos Laack @ 15% + Phebie Zaky @ 25%; At Least 3 Engagements in Community Events/ Seminars with the Residential Community on a Quarterly Basis + At Least 3 Engagements in Community Events/ Seminars with the Business Community on a Quarterly Basis; On Call for MH Staff under SFPD Proposal +

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

					+ Interaction Principles for De-Escalation Success (1) + Motivation and Bureaucratic Roadblocks (1) + The Essential Component of De-Escalation and Conflict Resolution (1) + The Fundamentals of Stress (2) + Truths of Human Interaction (1) + Integrity in the Workplace (1) + Stress Reduction and Improving Officer Morale (0.5) + Answering Suicidal Callers (0.5) + Handling Special Situations (1.5) + Officer Line of Duty Death (0.5) + Stress Management (1.5) + Team Building (0.5) = 25 Hours Total		Attend Evening/Weekend Events/Meetings as Required
2 - Assistance	LCSW, LMFT, or	TBD #1 +	Assistance with	Carlos Laack,	Critical Incident Response (1)	**See below.	100% LOE x2 LCSWs,

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

with De-escalation	LPCC #1 + LCSW, LMFT, or LPCC #2	TBD #2	De-escalation + Crisis Intervention ***	LMFT + Phebie Zaky, LMFT	+ Cultural Competency in Law Enforcement (1) + Domestic Violence (1) + Ethical Decision Making (2) + Evidence-Based Policing (1) + Excessive Force (1) + Gang Dynamics (1) + Interactions with Individuals with Disabilities (1) + Justice-Based Policing (1) + Interaction Principles for De-Escalation Success (1) + The Essential Component of De-Escalation and Conflict Resolution (1) + Truths of Human Interaction (1) + Answering Suicidal Callers (0.5) + Handling Special Situations (1.5) = 15 Hours Total		LMFTs, and/or LPCCs; M-F from 8A-6P on 4/10 Flex Schedule; + Attend Evening/Weekend Events/Meetings as Required
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Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

3 - Case Management	CM #1 + CM #2	TBD #1 + TBD #2	Case Management	Carlos Laack, LMFT + Phebie Zaky, LMFT	Critical Incident Response (1) + Cultural Competency in Law Enforcement (1) + Domestic Violence (1) + Gang Dynamics (1) + Interactions with Individuals with Disabilities (1) = 5 Hours Total	**See below.	100% LOE x2 CMs; 8A-4P, as Well as on Call to Provide CM Services Outside of Business Hours (M-F, 8A-4P)
4 - Marketing/Engagement	Carlos Laack, LMFT/ Phebie Zaky, LMFT + Grace Ancheta/ Plan Development Staff	Carlos Laack @ Lead Clinical Director in the MH Department/ Phebie Zaky @ Senior Director of the MH Department + Grace Ancheta @ Senior Director of Plan Development	Marketing/Community Awareness	N/A – Self-monitored	N/A – Training Reserved for Clinical Support + Supervising Staff	**See below.	10% LOE among Plan Development Department Staff; Various Schedule Based on Need

*Training Courses by Vector Solutions (Law Enforcement Training – [Link to Vector Solutions Website](#))
 ***Crisis Counseling not denoted as Option 5 of SFPD Proposal, and currently not being proposed by HTM’s MH Department.

Statement of Services

HTM is a unique non-profit organization located in the San Fernando Valley within Los

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

Angeles County (LAC); yet, LAC is one of five counties in which Hope operates/will operate services in 2024. The philosophical mission of HTM offers immediate, short-term, and long-term services to prevent, reduce and eliminate poverty, hunger and homelessness. How Hope stands out is with its interdepartmental approach that encompasses housing and mental health services, in addition to a myriad of direct and indirect services. Hope Leadership recognizes the intersectionality of homelessness, serious mental illness, and substance abuse issues. As such, HTM offers both housing and mental health services to the participants at the various residential communities, recognizing the need for mental health and substance abuse services. Taken from data reports from the Homeless Management information System (HMIS) for the fiscal year of 2024, the Los Angeles Homeless Services Authority (LAHSA) notes the prevalence of 24% of unhoused participants identifying with serious mental illness and 27% of unhoused participants identifying with substance abuse issues (LA Continuum of Care HC 2024 Data Summary). When 1 in 4 individuals is living with a serious mental health illness, a substance abuse issue, or both, the need to provide on-site services is warranted. With this complementary model, HTM is then primed to be in the position to consider a professional partnership such as working with the SFPD. Moreover, the MH Department has an additional advantage of familiarity with SAMHSA Grants, as HTM's MH Department is in the final weeks of one of its SAMHSA Grants. Lastly, the MH Staff is composed of leadership with extensive professional experience, as well as staff with lived experience and many natives to the San Fernando Valley. The intertwining of all these factors and more position HTM to be an unrivaled contender for partnership with the respective grant.

III. Budget and Budget Narrative

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

Object Class Categories	Total									
<p>A. Personnel</p> <table border="1" data-bbox="201 401 1136 1199"> <tr> <td data-bbox="201 401 1136 495">1. Licensed Mental Health Therapist #1 (1 FTE) \$120,000</td> </tr> <tr> <td data-bbox="201 495 1136 590">2. Licensed Mental Health Therapist #2 (1 FTE) \$120,000</td> </tr> <tr> <td data-bbox="201 590 1136 684">3. Case Manager/Substance Use Disorder Counselor #1 (1 FTE) \$80,000</td> </tr> <tr> <td data-bbox="201 684 1136 779">4. Case Manager/Substance Use Disorder Counselor #2 (1 FTE) \$80,000</td> </tr> <tr> <td data-bbox="201 779 1136 873">5. Quality Assurance Data Analyst (.33 FTE) \$19,905</td> </tr> <tr> <td data-bbox="201 873 1136 968">6. Senior Director of the Mental Health Department (.25 FTE) \$25,000</td> </tr> <tr> <td data-bbox="201 968 1136 1062">7. Lead Clinical Director in the Mental Health Department \$15,000 (.4 FTE)</td> </tr> <tr> <td data-bbox="201 1062 1136 1136"> </td> </tr> <tr> <td data-bbox="201 1136 1136 1199"> </td> </tr> </table>	1. Licensed Mental Health Therapist #1 (1 FTE) \$120,000	2. Licensed Mental Health Therapist #2 (1 FTE) \$120,000	3. Case Manager/Substance Use Disorder Counselor #1 (1 FTE) \$80,000	4. Case Manager/Substance Use Disorder Counselor #2 (1 FTE) \$80,000	5. Quality Assurance Data Analyst (.33 FTE) \$19,905	6. Senior Director of the Mental Health Department (.25 FTE) \$25,000	7. Lead Clinical Director in the Mental Health Department \$15,000 (.4 FTE)			\$459,905
1. Licensed Mental Health Therapist #1 (1 FTE) \$120,000										
2. Licensed Mental Health Therapist #2 (1 FTE) \$120,000										
3. Case Manager/Substance Use Disorder Counselor #1 (1 FTE) \$80,000										
4. Case Manager/Substance Use Disorder Counselor #2 (1 FTE) \$80,000										
5. Quality Assurance Data Analyst (.33 FTE) \$19,905										
6. Senior Director of the Mental Health Department (.25 FTE) \$25,000										
7. Lead Clinical Director in the Mental Health Department \$15,000 (.4 FTE)										
B. Fringe Benefits (28% of Salaries)	\$128,773									
C. Marketing Materials	\$10,000									
D. Office Furniture	\$5,000									
E. Supplies	\$10,000									
F. Technology - Computers + Phones	\$18,400									
G. Technology - Exym Charting System	\$19,200									
H. Training	\$21,000									
I. Transportation (Staff Mileage Reimbursement + Car Ride Sharing Services)	\$10,000									
J. Total Direct Costs (A - I)	\$682,278									

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

K. Indirect Charges (10% of Direct Costs)	\$68,228
	\$750,506
L. TOTAL (Direct and Indirect, J and K)	

Budget Narrative

The total funding amount requested is \$750,506 to fulfill the services outlined above for a full year. The Budget Categories Grid offers a line breakdown of the anticipated expenses across a twelve-month period from September 30, 2024 through September 29, 2025.

Specific address of each line time is as follows. In Line Item A, all of the Personnel Costs are broken down. Line Items A1-A2 are the costs for two licensed mental health professionals. These two staff would fulfill Option 2 of the RFP, Assistance with De-escalation and Crisis Intervention During Mental Health Crises. Line Items A3-A4 represent the costs for two case managers/substance use disorder counselors that would meet the need of Option 3 of the RFP, Follow-Up and Case Management. Line Item A5 offers administrative and quality assurance support for Line Items A1-A4. Line Items A6-A7 are allocated for the prorated costs of the Senior Director of the Mental Health Department and the Lead Clinical Director in the Mental Health Department. This is based on the level of effort (LOE) divided among other projects in the MH Department's portfolio of grants. These line items offer a two-fold purpose of fulfilling Option 1 (Ongoing Training and Support Services for Police Personnel), as well as offering administrative, clinical, and professional support for Options 2 and 3. Supplementing the cost for the mental health component is partial funds from Line Items A6-A7. The subtotal of personnel costs including fringe benefits represents 78% of the total budget.

The remaining categories then indicate the non-personnel expenses. For lines C-G, the amounts were based on similar expenses for similar roles within HTM's MH Department. This includes line item amounts that were compared from the MH Department's SAMHSA Budgets. The figures were calculated based on seven staff in the MH Department with five of whom will be based in HTM Offices. Line H depicts the cost for a monthly subscription for a twelve-month period for six MH Staff for ongoing training and professional development specifically for the respective RFP. The identified provider of the trainings, Vector Solutions, was selected based on being trusted and utilized by over 10,000 by federal, state, and local public safety agencies for 20-plus years (Link to Vector Solutions Procurement Pricing Website). Additionally, Vector is identified as meeting the compliance standards of the Peace Officer Standards and

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

Training (POST) protocol. Line Item I are transportation related costs for staff and clients. Line J then displays the subtotal of the direct costs, Line K for the indirect costs, and Line L for the total costs.

IV. Agency Qualifications, Experience, Capacity, and Outcomes

HTM is a nonprofit 501(3)(c) organization with California Nonprofit Employer Identification Number (EIN): 27-2053273. With 37 sites in HTM's portfolio, a staff size of over 602 full time employees, and a diverse governing board of 21 members, Hope has become a leading provider of housing and homeless services for adults and families in the greater Los Angeles area. Our mission is to prevent, reduce and eliminate poverty, hunger, and homelessness by offering immediate assistance and long-term solutions. HTM takes pride in developing a staff body that is composed of diverse backgrounds and places a high priority in developing a workforce of individuals with lived experience who can provide first-hand insight into the development of services. HTM's headquarters office is located in North Hills, CA, however the geographic area we serve spans across LA County serving regions in San Fernando Valley, Antelope Valley, the City of Los Angeles, as well as the City of San Bernardino, the City of Bakersfield, the City of Victorville, and most recently the City of San Diego. HTM takes a holistic approach to services by integrating best practices in our service delivery model and offering an array of services aimed to address health, social, financial, and housing barriers that will lead individuals in achieving permanent housing and personal stability. Our "whatever it takes" approach is embedded agency-wide to ensure that our programs are meeting individuals where they are and that service plans are tailored to meet the specific needs of each individual. HTM has 15 years of experience providing supportive services to adult individuals, families, and transitional-aged youth experiencing homelessness. Our agency has served individuals with substance use and mental health conditions through our internal mental health service department and by providing external referrals to local agencies such as Tarzana Treatment Centers, Department of Mental Health, The Village Family Services, and Olive View Medical Center since our organization's creation. Across all programs Hope the Mission has served 10,372 individuals, permanently housed 1,104 individuals and provided 52,451 mental health referrals in the last three years.

HTM's Mental Health (MH) Department has nearly 20 employees, and all of whom are employed full-time.

The types of sites, office/program locations, and organizational structure are included at the end of the proposal (Addendums A-E). The Organization consists of indirect service-related sites of retail stores, commercial buildings, tiny home communities, inside safes, residential homes, bridge housing, family shelters, and a wellness center.

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

Of the 37 sites, there are 24 direct service-related sites. The MH Department services 15 interim housing sites including [(1) Bridge Housing - North Hollywood, (2) Bridge Housing - Trebek Center, (3) Bridge Housing - Van Nuys, (4) Cabin Community - Reseda, (5) Cabin Community - Tarzana, (6) Family Shelter - The Alvarados, (7) Family Shelter - The Woodlands, (8) Residential Home - Casa de Vida, (9) Residential Home - House of Hope, (10) Residential Home - Reentry, (11) Tiny Homes - Alexandria Park, (12) Tiny Homes - Arroyo Seco, (13) Tiny Homes - Chandler, (14) Tiny Homes - Echo Park, and (15) Tiny Homes - Saticoy]. This expansion is remarkable given that 13 sites were added to the original two in the twelve-month period of September 2023 through August 2024.

While there is a variety of indirect and direct services across The Organization, the MH Department has an interdisciplinary practitioner approach. The providers include Mental Health Care Coordinators (MHCCs; i.e., mental health therapists), Substance Use Disorder Counselors (SUDCs), and Peer Support Specialists (PSSs; i.e., case managers). The primary duties and responsibilities of MHCCs include assessing, diagnosing and developing interventions, conducting individual and group therapy, performing safety planning, completing screenings/assessments, facilitating crisis intervention/de-escalation, managing linkages to higher levels of care, collaborating with intra and interdisciplinary teams, documenting in electronic health record (EHR) systems [HMIS (current) + Exym (September 2024)], participating in meetings and trainings, and consulting with external systems' coordination (e.g., courts, DCFS, probation, schools). The primary duties and responsibilities of SUDCs include assessing and developing interventions, conducting individual and group therapy, performing safety planning, completing screenings/assessments, conducting research/linkages to local meetings/resources, managing research/linkages to detoxification sites and medically-assisted treatments (MAT), collaborating with intra and interdisciplinary teams, documenting in EHR systems [HMIS (current) + Exym (September 2024)], participating in meetings and trainings, and consulting with external systems' coordination (e.g., courts, DCFS, probation, schools). Finally, the primary duties and responsibilities of PSSs include assisting with "document readiness" (e.g., birth certificates, driver's licenses/identification, job applications, subsidized funding), supporting the completion of documentation, facilitating appointments with DMV, DPSS, GR Office, SSA, Hope Job Navigation Center, and miscellaneous medical appointments, running Medi-cal eligibility, conducting individual and group sessions, collaborating with intra and interdisciplinary teams, documenting in EHR systems [HMIS (current) + Exym (September 2024)], participating in meetings and trainings, and consulting with external systems' coordination (e.g., courts, DCFS, probation, schools).

As stated earlier in Section 3, Staffing Plan, HTM maintains a unique homeless services model that incorporates a multidisciplinary, interdepartmental approach. The MH Department has the privilege of working alongside the Interim Housing Department and interacting with other auxiliary departments that support direct services.

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

When cross-referencing other similar programs, the MH Department has two concurrent SAMHSA Budgets each at \$2,000,000. For Budget 1, set to end on September 29, 2024. There were three identified goals and eight identified objectives. In a recent review of the key program accomplishments (August 2024), it was determined that two of three goals have been met (67%) and six of eight objectives have been met. Therefore, it could be posited that six of the seven objectives were met (86%; Summary Table of Key Program Accomplishments To-date). When taken overall, 80% of the goals and objectives have been met for SAMHSA Budget 1.

For Budget 2, also set to end on September 29, 2024. This budget is completing its twelfth month, but is in a pending status for a NCE. There were three identified goals and seven identified objectives. In a recent review of the key program accomplishments (August 2024), it was determined that two of three goals (67%) have been met and two of seven objectives have been met (29%; Summary Table of Key Program Accomplishments To-date). When taken overall, 40% of the goals and objectives have been met for SAMHSA Budget 2. We anticipate meeting 100% of the grant goals if provided an extension to the grant.

From July 1, 2023 - June 30, 2024 our outreach teams have served a total of 607 unique clients across Service Planning Area 2 of LA County. The outreach teams are composed of field based workers that are in the community providing crisis de-escalation and case management services to individuals experiencing street based homelessness. HTM has experience providing field based services and responding to community emergencies.

Hope the Mission has consistently adhered to the scope and budget for all contracts and projects undertaken. We maintain strict compliance with the outlined deliverables, ensuring that all services are provided within the agreed timelines and budget constraints.

V. Data, Performance Measures, and Quality Improvement

With regards to record keeping and timely submission of data, the MH Department currently enters data in the Homeless Management Information System. This is monitored and overseen by the Contracts and Data Department and the MH Department. During the week of September 03, 2024, the MH Department will be entering information into Exym, an EHR system that upholds LACDMH compliance standards, as well as integration with Integrated Behavioral Information Systems (IBHIS). The latter will primarily be monitored and overseen by the MH Department with some supplemental data reports run by the Contracts and Data Department. The purpose of utilizing Exym is multi-faceted. One, it allows a confidential platform for participant-sensitive information that will only be accessed by the MH Department and two directors from the Contracts and Data Department. As such, it keeps sensitive

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

information outside of HMIS, which is a county-wide platform accessible to all unhoused providers in Los Angeles. Next, Exym maintains its gold-standard status with staying abreast of changes from LACDMH allowing for up-to-date documents to be uploaded by the EHR. Finally, Exym's integration with IBHIS conveniently establishes itself as a platform to process Medi-Cal Billing.

Across all programs HTM has an internal quality assurance and improvement process to ensure the delivery of high-quality services and consistent implementation of all policies, procedures, and tools. Each Friday, we generate a Discrepancies Report, which is shared with each program. Program managers are then required to review the findings with their teams and are given one week to correct any discrepancies identified.

The Data Coordinators play a pivotal role in collecting these discrepancies and ensuring they are addressed promptly. Additionally, case notes are audited as part of our ongoing quality assurance process, particularly within critical programs like TLS/Interim Shelter. We utilize tools like the LA 101 documentation tracker to monitor and ensure that services are being provided according to our established standards. This ongoing process ensures that HTM maintains the highest level of service quality and data integrity.

HTM utilizes data not only to monitor performance and outcomes but also to capture the specific needs of our clients. By analyzing this data, we gain valuable insights into the challenges our clients face, enabling us to tailor our support and resources to meet those needs effectively. Our Data and Evaluation Department provides detailed monthly reports and actionable recommendations to HTM leadership, ensuring that our services are continuously refined to address the evolving needs of our clients. This client-centered approach ensures that we offer targeted support, driving meaningful outcomes and enhancing the overall impact of our services.

Litigation History

Hope the Mission has not been involved in any lawsuits resulting from public projects, and there are no pending litigations or claims within the last five years. We have also not paid any claims or settlements related to any of our projects during this period.

Please feel free to contact the listed references for further details on our performance and capabilities. We are committed to continuing our track record of excellence in service delivery.

References:

1. **Agency Name:** QueensCare **Work Performed:** Hope the Mission was awarded to provide mental health services for adult individuals experiencing homelessness within HTM's interim housing sites. **Pricing Structure:** Milestone Payments. **Service Period:** July 1, 2022 to June 30, 2024.
 - o Name: Rafeal Clements

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

- Title: Program Officer
 - Phone: 323-669-4353
 - Email: rclements@queenscare.org
2. **Agency Name:** Council District 6 of the City of Los Angeles. **Work Performed:** Hope the Mission is the current service provider for a Multidisciplinary Outreach Team serving adult individuals in Council District 6 of the City of Los Angeles. We have provided Outreach services since April 2024. **Pricing Structure:** **Service Period:** Presently.
- Name: Rebecca Gurrola
 - Title: Homelessness Director
 - Phone: 818-984-1768
 - Email: rebecca.gurrola@lacity.org
 -
3. **Agency Name:** Council District 3, City of Los Angeles **Work Performed:** Hope the Mission is the current service provider for a Multidisciplinary Outreach Team serving adult individuals in Council District 3 of the City of Los Angeles. We have provided Outreach services since June 2022. **Pricing Structure:** **Service Period:** March 2021 - Present.
- Name: Keith Banks
 - Title: Senior Homelessness Deputy
 - Phone: 818-774-4330
 - Email: Keith.banks@lacity.org

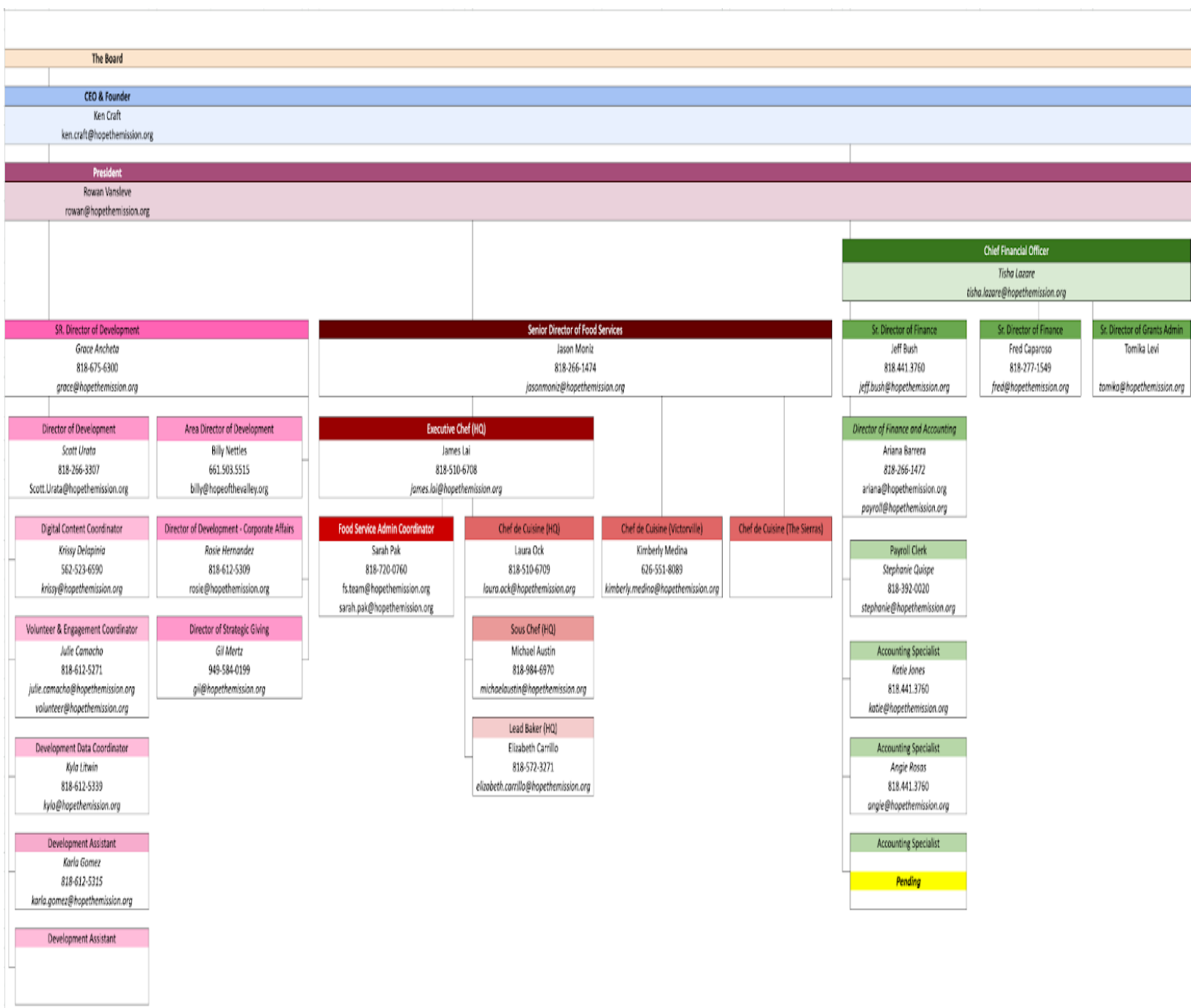
Addendum A - HTM Sites and Office/Program Locations

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department

RETAIL STORES	<u>Thrift Store - Simi Valley (TS4)</u> 2790 E Los Angeles Ave Simi Valley, CA 93065 (805) 638-0222	<u>Thrift Store - Santa Clarita (TS3)</u> 19379 Soledad Canyon Rd Canyon Country, CA 91351 (661) 673-5951	<u>Thrift Store - Granada Hills (TS2)</u> 18167 Chatsworth St Granada Hills, CA 91344 (818) 363-2050	<u>Thrift Store - Palmdale (TS5)</u> 533 East Palmdale Blvd, SteP Palmdale, CA 93550 (661) 221-9300	<u>Thrift Store - Lancaster (TS6)</u> 1226 Commerce Center Dr Lancaster, CA 93534 (661) 214-5145	<u>Thrift Store - Bakersfield (TS7)</u> 2710 Company Drive Bakersfield, CA 93312 (818) 619-6643	<u>Thrift Store</u>
COMMERCIAL BLDGS	HQ 16641 Roscoe Place North Hills, CA 91343 (818) 392-0020	<u>Access/Help Center(VNHC/VNAC)</u> 6425 Tyrone Avenue Van Nuys, CA 91401 (818) 804-5507	<u>Navigation Center (NC)</u> 11839 Sherman Way North Hollywood, CA 91605 (818) 301-7988	<u>Job Center (DL)</u> 11839 Sherman Way North Hollywood, CA 91605 (818) 691-1191	<u>District Warehouse - OPS & Housing</u> 9700 Topanga Canyon Blvd Chatsworth, CA 91311 818-331-3881	<u>SPA2/CD6/CD3 Outreach</u> 11076 Norris Avenue Pacoima, CA 91346 (818) 257-8521	<u>San Diego Storage Facility</u> 116 S. 20th Street San Diego, CA 92101 619-894-8894
TINY HOMES COMMUNITIES	<u>Tiny Homes - Chandler (TH-C)</u> 11471 Chandler Blvd North Hollywood, CA 91601 818-675-4076 Bed Count : 75	<u>Tiny Homes - Alexandria (TH-A)</u> 6099 Laurel Canyon North Hollywood, CA 91605 Bed Count : 195	<u>Tiny Homes - Saticoy (TH-S)</u> 12550 Saticoy Street North Hollywood, CA 91605 818-397-0720 Bed Count : 145	<u>Tiny Homes - Arroyo Seco(TH-AS)</u> 5945 S Arroyo Seco Parkway Los Angeles, CA 90042 818-397-0720 Bed Count :	<u>Cabin Community - Reseda (CC-R)</u> 6720 Vanalden Ave Reseda, CA 91335 747-232-8329 Bed Count : 51	<u>Cabin Community - Tarzana (CC-T)</u> 18616 Topham Street Tarzana, CA 91335 818-516-5489 Bed Count : 76	<u>Tiny Homes - Echo Park</u> 1455 N Alvarado St. Los Angeles, CA 90026 661-749-3406 Bed Count : 38
	<u>Tiny Homes - VA</u> 11301 Wilshire Blvd Los Angeles, CA 90073 Bed Count :	<u>Tiny Homes - Hope on Hart</u> 201 E Roberts Lane Bakersfield, CA 93308 818-612-5301 Bed Count : 62					
INSIDE SAFE	<u>Canoga Hotel - CD3 - (Roscoe-CD12)</u> 7126 De Soto Avenue Canoga Park, CA 91303 818-357-6137	<u>Motel 6 - Canoga Park - CD3</u> 7132 De Soto Ave Canoga Park, CA 91303 818-612-3842	<u>Palm Tree Inn - CD6</u> 8424 Sepulveda Blvd North Hills, CA 91343 818-277-1568	<u>Good Knight Inn Motel - CD7</u> 9247 Sepulveda Blvd North Hills, CA 91343 818-967-2831			
RESIDENTIAL HOMES	<u>House of Hope (HOH)</u> 10202 Bartee Street Pacoima, CA 91331 747-225-0004	<u>Casa De Vida Family (CDV)</u> 10323 DeSoto Avenue Chatsworth, CA 91311 818-691-1476	<u>Shepherd House - TAY (SH)</u> 10337 DeSoto Avenue Chatsworth, CA 91311 818-839-7338	<u>RE-Entry Program (B7)</u> 10264 Rincon Avenue Pacoima, CA 91331 818-834-6759			
BRIDGE HOUSING	<u>Van Nuys - ABH (VNB)</u> 7702 Van Nuys Blvd Van Nuys, CA 91405 818-691-1081	<u>Raymer ABH (NHB)</u> 13160 Raymer Street North Hollywood, CA 91605 818-358-7303	<u>Trebek Center - ABH (TC)</u> 18140 Parthenia St Northridge, CA 91325 818-804-5509				
FAMILY SHLETER	<u>The Alvarado</u> 355 S Alvarado Street Los Angeles, CA 90057 213-374-3416	<u>The Woodlands</u> 20157 Ventura Blvd Woodland Hills, CA 91364 818-916-0784	<u>The Sierras</u> 43145 Sierra Highway Lancaster, CA 93534 818-288-8412				
WELLNESS CENTER	<u>Victorville Wellness Center</u> 16902 1st Street Victorville, CA 92395						

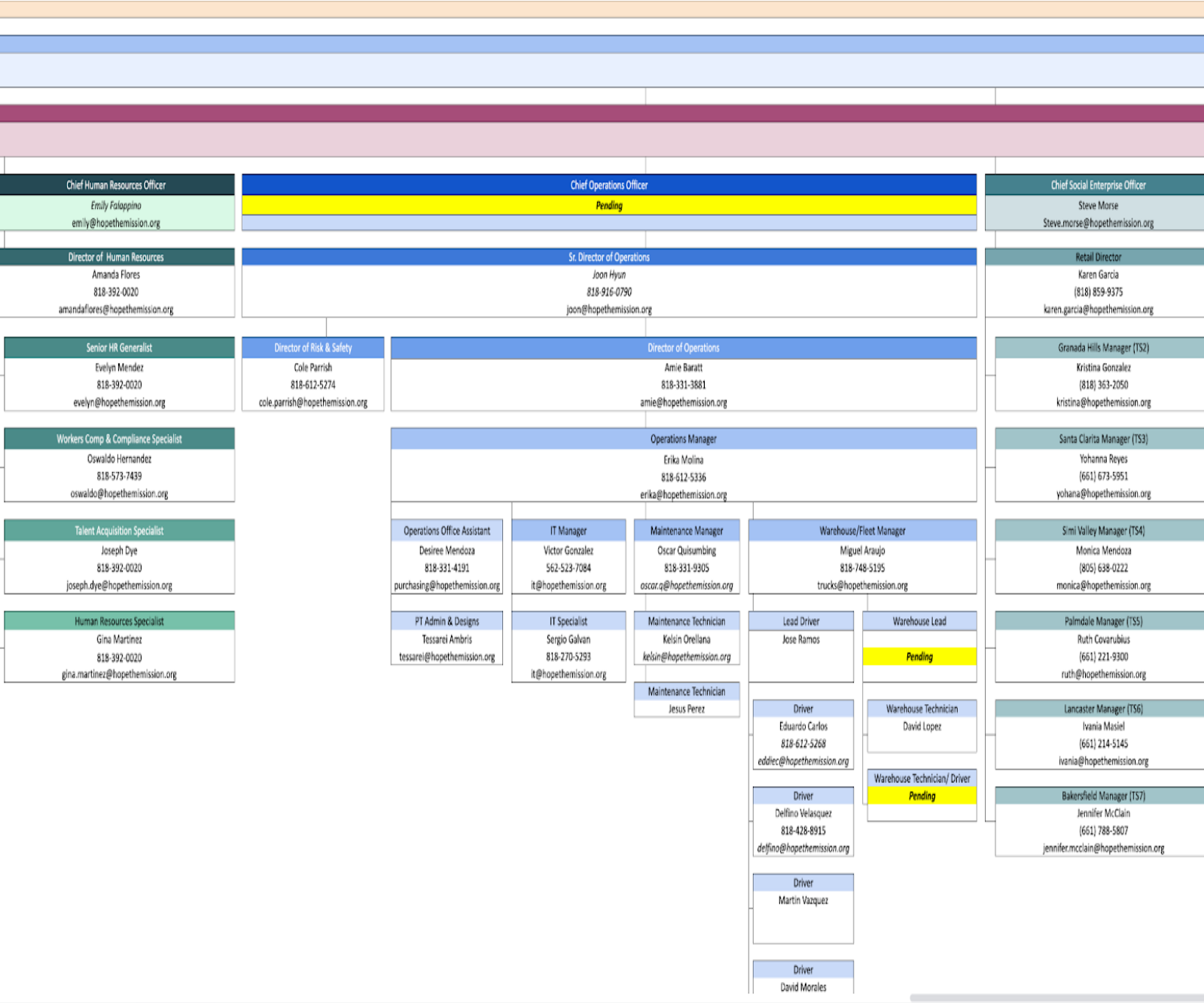
Addendum B - HTM Organizational Structure

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department



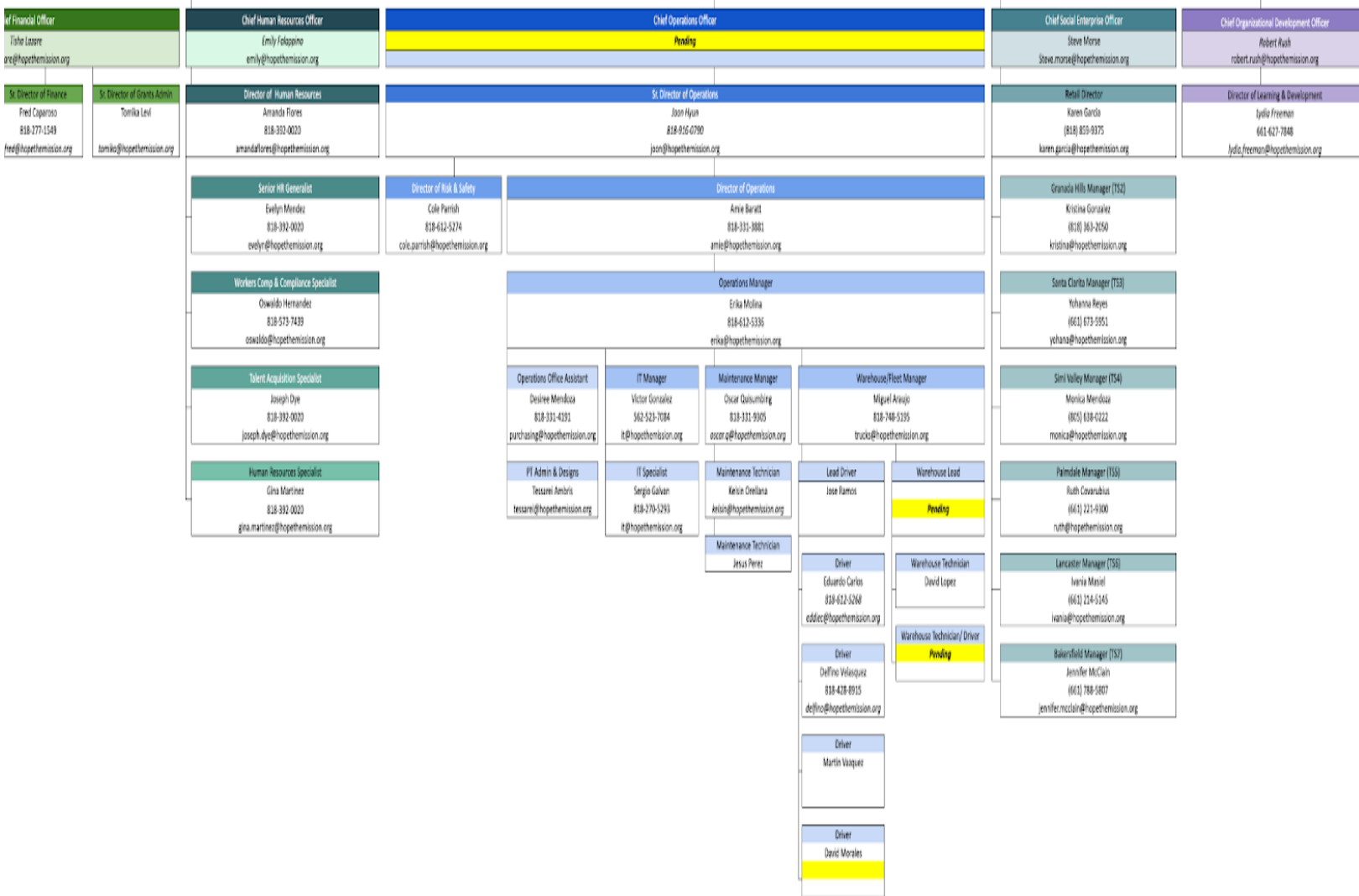
Addendum D - HTM Organizational Structure (continued)

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department



Addendum E - HTM Organizational Structure (continued)

Request for Proposal
RFP-Mental Health Clinician Services
The City of San Fernando Police Department



Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Hope of the Valley Rescue Mission

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) * * * * *

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions) **501(c)(3)**

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions * * * * *

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
PO Box 8425

6 City, state, and ZIP code
Van Nuys, CA 91409

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
2	7	-	2	0	5	3	2	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **8/23/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 06 2010**

HOPE OF THE VALLEY RESCUE MISSION
C/O KEN CRAFT
PO BOX 248
SUN VALLEY, CA 91353

Employer Identification Number:
27-2053273
DLN:
17053084315000
Contact Person:
RENEE RAILEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 22, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

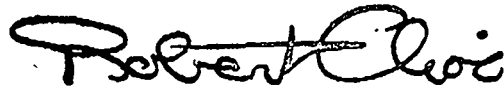
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

HOPE OF THE VALLEY RESCUE MISSION

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, looping initial "R".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Hope the Mission		Program: RFP-Mental Health Clinician Services The City of San Fernando Police Department	
Supportive Personnel			
	Pay Rate	FTE	Total Wages
Licensed Mental Health Therapist #1	\$ 120,000.00	1.00	\$ 100,000.00
Licensed Mental Health Therapist #2	\$ 120,000.00	1.00	\$ 100,000.00
Case Manager/Substance Use Disorder Counselor #1	\$ 66,560.00	1.00	\$ 55,466.67
Case Manager/Substance Use Disorder Counselor #2	\$ 66,560.00	1.00	\$ 55,466.67
Senior Director of the Mental Health Department		0.20	\$ 20,000.00
Department		0.40	\$ 10,000.00
Total		4.60	\$ 340,933.33
Fringe Benefits (28%)			\$ 95,461
Total Supportive Service Personnel Cost			\$ 436,394.67
Operations Non-Personnel			
		Rate	Total Cost
Marketing Materials			2,250.00
Supplies			2,250.00
Technology - Computers + Phones			8,000.00
Technology - Exym Charting System			1,760.00
Training			4,950.00
Transportation (Staff Mileage Reimbursement + Car Ride Sharing Services)			10,000.00
Total Operational Costs			\$ 29,210.00
Total Direct Program Expenses			
Total Supportive Service Personnel Cost			436,394.67
Total Operational Costs			29,210.00
Total Direct Program Expenses			\$ 465,604.67
Indirect/Admin			10% 46,560.47
Total Program Expenses			\$ 512,165

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: October 21, 2024

Subject: Consideration to Approve Co-Sponsorship and Participation in the 2024 Pink Patch Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the co-sponsorship of the 2024 Pink Patch Project (Attachment "A") and authorize staff to raise funds for City of Hope by selling pink patches;
- b. Authorize uniformed staff to wear pink patches on their uniforms every October, which is designated as "Breast Cancer Awareness Month;" and
- c. Authorize City staff to participate in fundraising efforts in support of the Pink Patch Project, including minimal use of City time and Department resources.

BACKGROUND:

1. The Pink Patch Project (PPP) campaign began in 2013 when members of the Seal Beach Police Department wore pink shoulder patches on their uniforms during "Breast Cancer Awareness Month."
2. In 2015, the Irwindale Police Department joined the PPP and began selling pink uniform patches in an effort to raise money for breast cancer research.
3. In 2016, the San Fernando Police Department joined the PPP in support of the PPP campaign to help raise money for breast cancer research.

ANALYSIS:

The Pink Patch Project (PPP) originated in 2013 with the Seal Beach Police Department, where officers wore pink patches on their uniforms to promote breast cancer awareness. In 2015, the Irwindale Police Department expanded the initiative by selling the patches to the public, raising

Consideration to Approve Co-Sponsorship and Participation in the 2024 Pink Patch Project

Page 2 of 2

over \$20,000 for City of Hope. The following year, the Los Angeles Police Chiefs Association joined the project, bringing in 25 additional agencies. Today, hundreds of public safety agencies worldwide participate in the PPP, including police, fire, and Emergency Medical Services.

The PPP is a global collaborative campaign designed to raise awareness about breast cancer and the importance of early detection. Participating agencies create and wear customized pink patches on their uniforms during Breast Cancer Awareness Month in October, engaging the community and fostering dialogue about the disease. Through the sale of pink patches and other merchandise, agencies raise funds that support breast cancer research, education, and treatment. Since the program's inception, the PPP has collectively raised over \$1.5 million for breast cancer initiatives.

By participating in the Pink Patch Project, the San Fernando Police Department demonstrates its commitment to community health, wellness, and breast cancer research. The project also strengthens community engagement by encouraging dialogue and providing support for research and treatment.

In 2015, the Police Department initially purchased pink shoulder patches using funds from the Police Department Supplies account. Of the initial purchase, thirty (30) remain for distribution. With City Council approval, the Police Department will wear pink patches through the month of October, and will continue to sell pink patches and other related merchandise through December. Funds collected remain in the Los Angeles region by being donated to City of Hope. The Department's participation in the PPP supports a cause that is important to community health and demonstrates the Police Department's commitment to public service and wellness.

BUDGET IMPACT:

Participating in the PPP campaign has no fiscal impact on the City's General Fund at this time. Future Pink Patches may be purchased by the San Fernando Police Advisory Council, the San Fernando Police Officers' Association, and/or the San Fernando Police Civilian Association. As the program grows, the Department may request the use of Department Supply funds to expand the merchandise available for sale. In support of the design, purchase and sale of PPP-related merchandise, SFPD staff may request the minimal use of Department time and resources.

CONCLUSION:

It is recommended that the City Council approve the co-sponsorship of the 2024 Pink Patch Project, authorize staff to raise funds for City of Hope by selling pink patches, and authorize uniformed staff to wear pink patches on their uniforms during "Breast Cancer Awareness Month."

ATTACHMENTS:

- A. Pink Patch Project Fact Sheet



PINK PATCH PROJECT

2024 Fact Sheet for Participating Agencies

Thank you for your interest in being a part of the Pink Patch Project! This material is designed to help you bring the program to your agency and provides useful information on the how your public safety agency can use the program to combat breast cancer.

WHAT IS THE PINK PATCH PROJECT?

The Pink Patch Project (PPP) is an innovative public awareness campaign designed to bring attention to the fight against breast cancer and to support breast cancer research organizations in combating this devastating disease. The purposes of the PPP are to:

- Raise awareness about breast cancer and the importance of early detection and treatment.
- Raise funds for cancer research, treatment and education through the sale of commemorative pink patches (and other items).

The program is designed as a collaborative effort between the Los Angeles County Police Chiefs' Association and public safety agencies across the world. These agencies have partnered together in the PPP with the common goal of combating breast cancer by raising public awareness and by raising funds for breast cancer education, research and treatment.

The program centers on vibrant pink versions of the public safety employee's uniform patch. These bright pink patches are specially designed by each participating agency specifically for the PPP campaign. Uniformed members at each of the participating agencies wear these pink patches on their regular uniforms during the month of October, which is "Breast Cancer Awareness Month."

Wearing pink patches on the member's uniform is intended to stimulate conversations with the community during our daily contacts with them and to encourage discussion with the public about the importance of early detection and treatment in the fight against this disease. This is an integral part of the program, as the pink patches are a great way to open lines of communication with the community during the course of serving the public.

Each of these contacts affords the public safety professional the opportunity to share the importance of early detection and early treatment in the fight against this disease.

The PPP is simply a partnership between all of these public safety agencies, providing a way to unify the various organizations' efforts under a common theme and message, all with the goal of fighting breast cancer on a large scale.

HOW PUBLIC SAFETY AGENCY CAN PARTNER WITH THE PINK PATCH PROJECT

Each agency manages their PPP program locally and independently, implementing their program in a way that best fits their department. Each agency designs and obtains their own patches and supports the program at the agency level. Because each agency designs their PPP program to fit their particular needs, the agency can choose to employ all, or only some, of the program's main components. This includes:

- Allowing uniformed staff to wear pink patches on their uniform in the field each October during "Breast Cancer Awareness Month".
- Raising funds to support a cancer-centric organization by promoting and selling their pink patches in a way that best fits their particular agency.

Selling pink patches is just one way to raise funds...many agencies have come up with other fun, interesting, and inventive ways to spread the word and to raise funds for their program. In addition to selling their pink patches, many agencies also sell everything from PPP t-shirts, challenge coins, stickers, dog tags, etc.

One of the cornerstones of the PPP is fundraising and contributing to a breast cancer research organization and/or support group dedicated to battling the disease. City of Hope in Duarte, California is the founding beneficiary of the PPP and is our official partner in this initiative. Agencies that select City of Hope as their beneficiary may sell their PPP merchandise online through an online store managed by City of Hope and have the advantage of other forms of support from City of Hope. While partnering with City of Hope is a great way to go, each agency has the option of partnering with any cancer-focused organization and then working directly with that organization on engagement and the donation terms.

HOW THE PUBLIC CAN SUPPORT THE PINK PATCH PROJECT:

The agency raises funds by selling their pink patches and related items directly to the community. The proceeds from sale of these items go directly to benefit breast cancer research at City of Hope (or the cancer research and treatment organization the agency has chosen). There are many ways to sell pink patch items to the community, including selling them at community events and open houses, at the agency's front counter, via an E-commerce site (such as eBay, Etsy, etc.) or through the good old fashion US Mail.

The public supports the PPP by purchasing the agency's pink patches, t-shirts and other items directly from the agency or via City of Hope's centralized on-line store where the community can purchase patches from multiple organizations. PPP also partners together in joint sale events at venues such as the Los Angeles County Fair, Baker to Vegas, etc.

The sky is the limit and the agency can use any method they choose in order to raise funds for their program. Many of our agencies have come up with creative and inventive ways to sell patches and raise funds!

Best of all, all funds raised by the individual agency can go directly to their program and the beneficiary they choose to support. No money goes back to the PPP and there is no cost to be a part of the partnership.

REGISTERING YOUR PROGRAM WITH THE PPP

We are here to help you through the process of developing and deploying your PPP program. This includes suggestions on where to obtain pink patches, how to select a beneficiary, how to manage your program locally, etc.

Once you have made the commitment to implementing the program at your agency, we ask that you register your program with us so we can post your agency's information on our website, spotlight your efforts on our social media platforms and include your department in our mailings, meetings and events.

To register your agency, simply complete the attached form and return it to us by email at info@pinkpatchproject.com. This can be done at any time during the development process at your agency!

PPP WEBSITE & SOCIAL MEDIA

The PPP maintains a robust and active social media program that includes a PPP website and PPP Facebook, Twitter and Instagram accounts. These sites are updated regularly,

with volunteer PPP social media team members interacting with, and responding to, the community on behalf of all of the PPP agencies. We also provide volunteers PIO's and media contact personnel to assist in furthering the overall PPP message and to help local agencies share their message locally and beyond!

It is the goal of the PPP's social media program to support each PPP agency by spotlighting their programs and events on our sites, as well as furthering the overall message of the PPP through aggressive on-line marketing and the social media postings. All posts made on the PPP sites include links back to the respective agency(ies), as applicable.

- Our web site is www.pinkpatchproject.com. A list of all of the participating agencies, along with links on who to contact to purchase their items, is included on the website.
- The PPP has accounts on Twitter, Facebook and Instagram. Just search "Pink Patch Project" in each to see what we're doing.
- Most of the participating agencies have PPP related information on their own web site and agency social media sites as well. The PPP regularly re-sends and tags these sites in their posts.

We suggest that each agency also aggressively market and promote their program on their own agency website and social media outlets. We ask that they include the hash tag #PinkPatchProject, the PPP website URL, and/or tag the appropriate PPP social media account in their agency posts. This allows that post to be re-sent from the PPP account. We also ask that each agency regularly share pictures, flyers and information about their events and activities with the PPP to be shared from the various PPP sites.

Even if an agency does not have an active social media program, the PPP social media team can easily post any information from that agency on the PPP accounts to support and bring attention to that agency's efforts.

PINK PATCH PROJECT HISTORY:

The roots of the PPP can be traced to the Seal Beach, California, Police Department, who wore pink patches on their uniform shirts during "Breast Cancer Awareness Month" in 2013. In 2015, the Irwindale, California, Police Department took the idea a step further and sold their patches to the community, raising over \$20,000.00 for City of Hope. In 2016, then-IPD Chief Anthony Miranda took the idea to the Los Angeles Police Chiefs Association and 25 local agencies came on board. Since then the program has expanded to several hundred partner agencies throughout the world and includes partners from police, sheriff, fire, EMS and Federal departments worldwide.

Since its inception, we collectively raised a combined total in excess of a million dollars worldwide, all of which went to breast cancer research and education!

PPP CONTACT INFORMATION:

PPP Contact Information:

Email: info@pinkpatchproject.com

Public Information Officer, Press/Media contact:

Amy McDaniel, El Segundo, California, Police Department

email: info@pinkpatchproject.com

City of Hope Contact:

Raquel Sanchez, (626) 218-5411, email:

raqsanchez@coh.org City of Hope Website:

www.cityofhope.org/PPP

Founding beneficiary of the Pink Patch Project

the **MIRACLE** of **SCIENCE** with **SOUL**[™]



City of Hope[®]

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: October 21, 2024

Subject: Consideration to Approve a Contract Services Agreement with Precision Concrete Cutting through the Keystone Purchasing Network for Sidewalk Condition Assessment Services

RECOMMENDATION:

It is recommended that City Council:

- a. Approve a Contract Services Agreement with Precision Concrete Cutting through Keystone Purchasing Network Contract Reference No. KPN-202201-04, in an amount not to exceed \$1,006,900, for sidewalk condition assessment services;
- b. Approve a contingency up to \$114,939 for any change orders due to unforeseen conditions or change in work; and
- c. Authorize the City Manager, or designee, to execute the agreement and make any non-substantive changes once agreement is finalized by the City Attorney.

BACKGROUND:

1. On June 20, 2023, the City Council discussed American Rescue Plan Act (ARPA) fund appropriations for specified programs and projects which included \$500,000 for sidewalk repair within the City.
2. On March 1, 2024, staff received a proposal from Precision Concrete Cutting to conduct a sidewalk condition assessment and provide maintenance services for approximately 20 miles of sidewalks within the Tree Maintenance Grid G, covering San Fernando Mission (west) to Fox Street (east), Truman Street (north), and the City boundary (south).
3. On April 15, 2024, the Public Works Department provided a presentation (Attachment "A") to the City Council on City-owned facility, parkway, and infrastructure improvement efforts; a potential City-wide sidewalk replacement project was discussed during the presentation.

Consideration to Approve a Contract Services Agreement with Precision Concrete Cutting through the Keystone Purchasing Network for Sidewalk Condition Assessment Services

Page 2 of 5

4. On July 1, 2024, the City Council adopted the Fiscal Year (FY) 2024-2025 Budget which included an additional appropriation of \$571,839 in ARPA funds for sidewalk repairs.
5. On July 15, 2024, the City Council recommended reducing ARPA funding from the First Time Homebuyer Support & Rehab Loan Revolving Fund from \$100,000 to \$50,000 and increase the Sidewalks Repairs from \$1,071,839 to \$1,121,839.
6. On September 19, 2024, staff received a revised proposal from Precision Concrete Cutting, expanding the scope to include Tree Maintenance Grid F, covering an additional 18 miles of sidewalk from Hubbard Avenue (west) to San Fernando Mission (east), Truman Street (north), and the City boundary (south). This brings the total sidewalk assessment and maintenance coverage to 38 miles, encompassing both Tree Maintenance Grids F & G (see Attachment "B").

ANALYSIS:

The City has approximately 100 miles of sidewalks. A sidewalk condition assessment is essential for ensuring public safety, accessibility, and community aesthetics. Regular evaluations help identify hazards such as cracks, uneven surfaces, and other deterioration that can pose risks to pedestrians, particularly vulnerable populations like the elderly and those with disabilities. By systematically assessing sidewalks, municipalities can prioritize repairs and maintenance, allocate resources effectively, and comply with legal requirements for accessibility. Furthermore, maintaining well-kept sidewalks enhances neighborhood appeal, promotes walkability, and supports local businesses by encouraging foot traffic. Overall, a proactive sidewalk condition assessment is vital for fostering safe and vibrant communities.

When conducting a sidewalk condition assessment, inspectors systematically evaluate the physical state of sidewalks using standardized criteria. This process typically involves:

1. Visual inspections to identify cracks, heaving, surface wear, and other defects.
2. Measurements may be taken to assess tripping hazards and ensure compliance with accessibility standards, such as the Americans with Disabilities Act (ADA).
3. Inspectors often document findings with photographs and notes, and may use software tools to track conditions over time.
4. The data collected is then analyzed to prioritize repair needs and the findings are submitted, through a sidewalk assessment report.

Consideration to Approve a Contract Services Agreement with Precision Concrete Cutting through the Keystone Purchasing Network for Sidewalk Condition Assessment Services

Page 3 of 5

Sidewalk Assessment Report.

A Sidewalk Assessment Report will be conducted on all seven (7) grids within the City. The assessment includes an in-depth analysis for each street segment within each grid and includes the size, severity, location, and description of each location in need of repair. The report will identify lifted and sunken sidewalk panels, spall and cracked panels, severe tree and root conditions, and provide a recommend method of repair an estimated cost associated with the repairs. GPS location and photographs are provided for each repair location.

This sidewalk program will be conducted in three (3) phases as follows:

- Phase 1: Assessment of Grids F & G (Attachment “C”)
- Phase 2: Assessment of Grids A through E and Maintenance of Grids F&G
- Phase 3: Maintenance of Grids A through E, as determined from the assessment contingent upon project funding

Grids F & G are being assessed first because they are the largest grids out of the seven. As specific repairs within Grids F & G are identified and construction begins, Precision will concurrently assess the remaining grids: “A” through “E” leading to more sidewalk repair projects with these grids.

Project Schedule	
Project Kick-off	January 2025
Assessment of Grid F	January 2025
Assessment of Grid G	February 2025
Prepare and Complete Report	March 2025
Begin Repairs	April 2025

Process.

Prior to assessing a grid, the contractor will first survey the area to confirm the total number of sidewalk miles and the length of each street segment identified within the grid. Based on the information obtained during the survey, the contractor develops a cost (sidewalk miles multiplied by \$455) to conduct the sidewalk conditions assessment. This process is conducted for each grid so each grid will have a separate cost for preparing a sidewalk conditions assessment. The city has approximately 100 miles of sidewalks, the total cost of the sidewalk assessment of all 100 miles of sidewalk is \$45,500. Remaining funding of \$961,400 will be used towards maintenance repairs.

The sidewalk conditions assessment focuses on identifying safety related problems along street segments such as lifted, cracked and missing sections of concrete. Once identified, address (location) of the problem is documented, along with measurement of damaged area, a photograph and recommended repair. All collected information is then put into a detailed report which includes estimated costs for each repair and which repair can and cannot be done by the

Consideration to Approve a Contract Services Agreement with Precision Concrete Cutting through the Keystone Purchasing Network for Sidewalk Condition Assessment Services

Page 4 of 5

contractor. Contractor will also provide all collected data on shape files which will allow it to be transferred into GIS.

The estimated cost of maintenance repairs for Grid G, based on historical data from other projects that Precision Concrete Cutting has done in similar urban area. Grid G has approximately 20 miles of sidewalk which would require an estimated 1,900 repairs at an average cost of \$101.25 per repair. This estimate is included to provide and predict the resources need to complete the total assessment and maintenance repairs citywide. The total program for all seven (7) Grids in the City would be approximately \$1,006,900, based on Grid G.

Major construction that Precision does not do, and will have to go out to bid, such as complete reconstruction of sidewalks, pedestrian ramps or curb and gutter replacement will be incorporated into future street rehabilitation projects.

Recommended Consultant.

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. Keystone Precision Network (KPN) is a cooperative purchasing program purposed to save public agencies time and money by soliciting bids and leveraging demand. Cooperatively, KPN is able to deliver better prices at a lower cost of acquisition through issuance of requests for proposals (RFPs), requests for bids, contract awards, and contract management. As a result of KPN's bidding process for sidewalk condition assessment services, a contract was awarded to Precision Concrete Cutting effective through February 2025.

Staff recommends award of contract to Precision Concrete Cutting for sidewalk condition assessment services. Precision Concrete Cutting, founded in 1992, started as a small trip hazard removal business in Provo, Utah. Due to the poor results seen from conventional grinding methods, Precision designed several unique machines that used different techniques instead of grinding sidewalks. Precision Concrete Cutting has received six (6) patents from the U.S. Patent and Trademark Office and continues to innovate. The company has grown to become a nation-wide group of Sidewalk Asset Management Specialists that has surveyed and repaired millions of miles of sidewalk throughout North America.

Additionally, by procuring Precision's Concrete services via the Keystone Purchasing Network, the City will receive requested services at a reduced rate.

Consideration to Approve a Contract Services Agreement with Precision Concrete Cutting through the Keystone Purchasing Network for Sidewalk Condition Assessment Services

Page 5 of 5

BUDGET IMPACT:

The cost of work for sidewalk condition assessment and maintenance services is \$1,006,900 plus a contingency of \$114,939 for a total of \$1,121,839. Sufficient funding is available to fund the expenses associated with this agreement through ARPA funds for citywide sidewalk repairs.

CONCLUSION:

It is recommended that the City Council approve a Contract Services Agreement with Precision Concrete Cutting for sidewalk condition assessment services with Keystone Purchasing Network Contract and authorize the City Manager to execute the agreement and make any non-substantive changes once agreement is finalized by the City Attorney.

ATTACHMENTS:

- A. Presentation on City-owned facility, parkway, and infrastructure improvement efforts
- B. Map of Grids F &G



THE CITY OF SAN FERNANDO

Proposal for

SIDEWALK CONDITION ASSESSMENT and SIDEWALK MAINTENANCE

March 2024



Presented to: Wendell Johnson, The Department of Public Works, City of San Fernando
March 28, 2024



WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA complaint while managing tight budgets.

The challenge for city managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.



The information in this document is confidential, and is to be used only by City of San Fernando and Precision Concrete Cutting in evaluating the project.



OUR SOLUTION

A PROGRAM OF SIDEWALK ASSET MANAGEMENT SERVICES

- Uses the latest technologies to identify sidewalk problems
- Provides in depth analysis, service options, and planning
- Uses an array of tools specifically developed for sidewalk assessment and repair;
 - Hand-held computing technology with GPS mapping,
 - Specialized measuring instruments,
 - Patented sidewalk repair equipment.
- Quickly fix the sidewalks without costly demolition and replacement.
- Comprehensive inspection and repair report identifying completed repairs and those to be repaired by other methods including complete reconstruction and tree issues



OUR SOLUTION

Fast, Affordable and Sustainable

A sustainable Sidewalk Maintenance & Replacement Program that:

- Quickly Minimizes Risk
- Maximized the useful life of your sidewalk assets
- Minimizes the amount of costly reconstruction
- Enables managers to control their budgets.



CITYWIDE SIDEWALK ASSESSMENT & REPAIR PROGRAM

3 Step Process

- Surveying to find Hazards
- Hazard Mitigation
- Surveying Demolition & Replace Hazards (D&R).

These processes collect the information used by our clients to manage the maintenance of their sidewalk infrastructure and produce an audit-able record with the specializations of each repair.

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CITYWIDE SIDEWALK ASSESSMENT

Comprehensive Sidewalk Audit and Reporting

- Assessment of sidewalks, driveway approach, curb & gutter
- Identifies problems per ADA specifications
- Specifies the type, & severity of the problems
- Recommend priority and solution for each location
- Identifies areas for complete Demolition & Replacement
- Itemized Report including date, size, square feet, address, description, and GPS location.
- Color coded maps with GPS location of each hazard
- Photographs of damaged areas as specified by the City



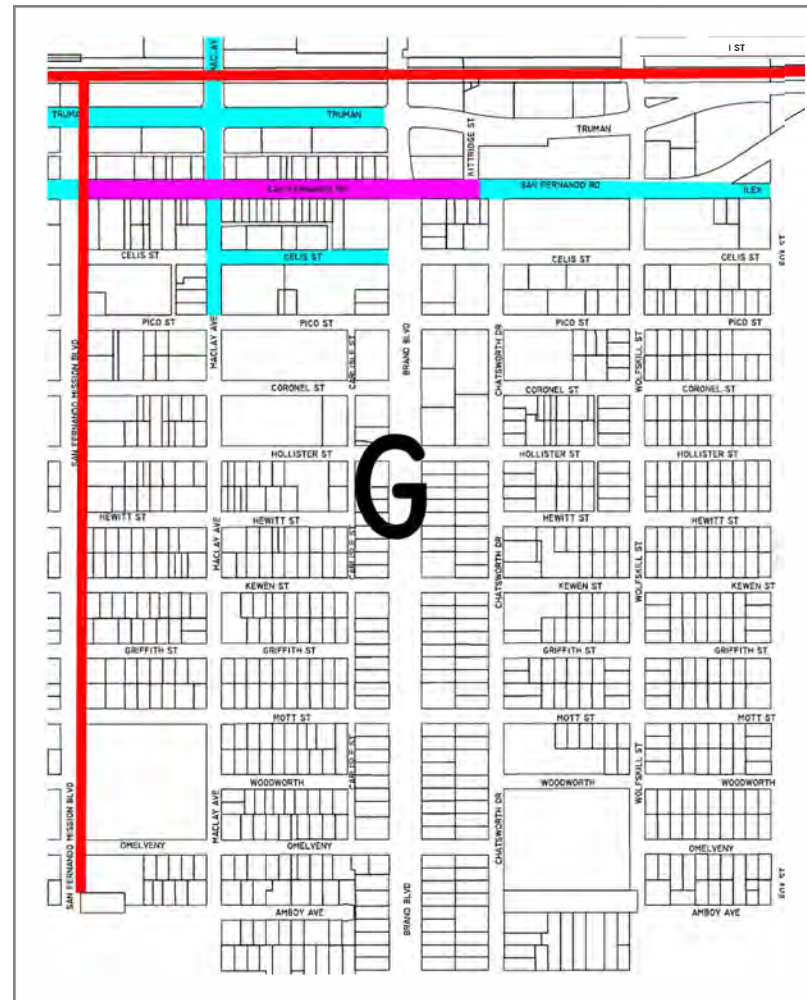
The information in this document is confidential, and is to be used only by The City of San Fernando and Precision Concrete Cutting in evaluating the project.



SIDEWALK ASSESSMENT AREA

City of San Fernando

Project includes the audit of sidewalk conditions in the public right of way within the city limits of San Fernando, CA., Tree Maintenance Grid G

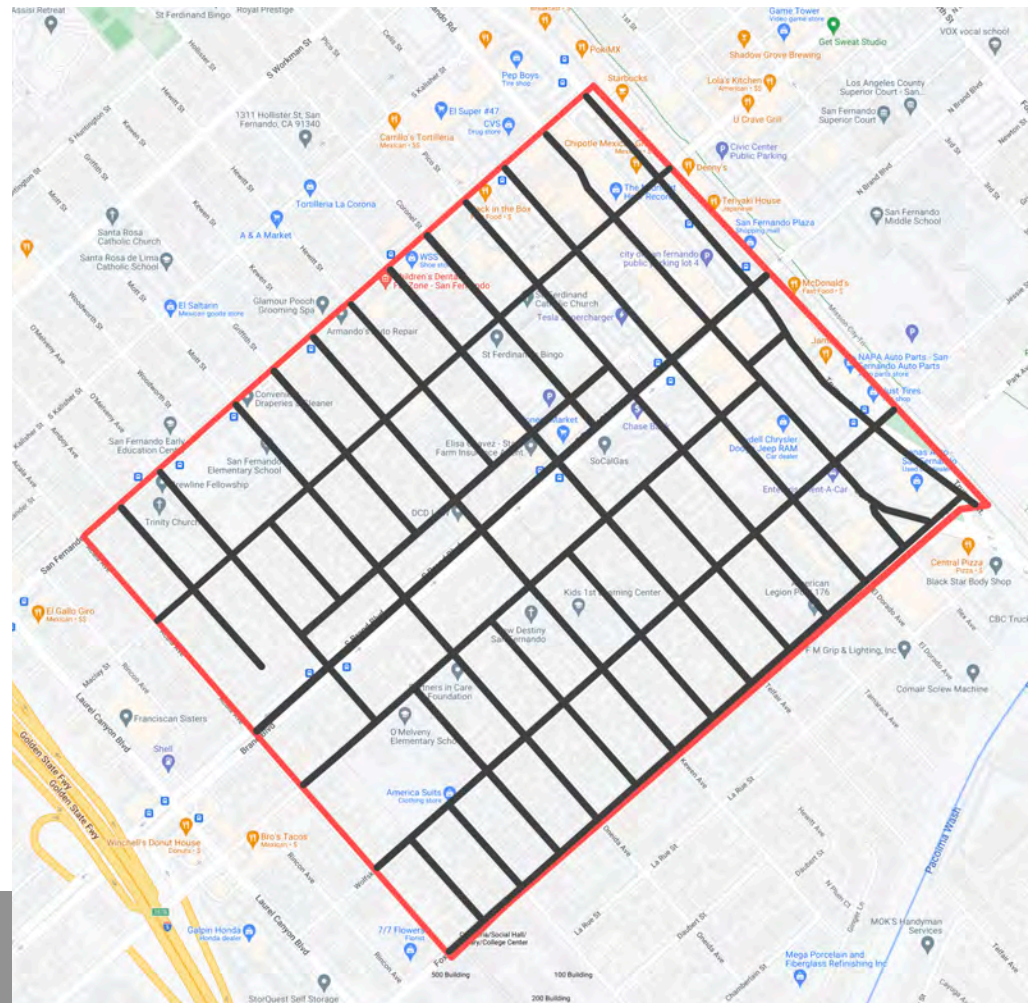




SIDEWALK ASSESSMENT AREA

Street Segments - Tree Maintenance Grid G

Sidewalk Assessment includes the street segments highlighted in Black.





SIDEWALK ASSESSMENT AREA

City of San Fernando

Grid G

19.42 Estimated Sidewalk Miles includes the list of street segments listed in the limits of San Fernando, CA

Item #	City	GRID	Street	Between	And	Miles	Feet	
1	San Fernando	G	Maclay Ave	Acala Ave	100ft Past Truman	0.659		
2	San Fernando	G	Carlisle St	O'Melveny Ave	Pico St	0.388		
3	San Fernando	G	Brand Blvd	Acala Ave	100ft Past Truman	0.658		
4	San Fernando	G	Chatsworth Dr	Acala Ave	San Fernando Rd	0.584		
5	San Fernando	G	Wolfskill St	Acala Ave	100ft Past Truman	0.665		
6	San Fernando	G	Fox St	200ft West of Amboy	Truman St	0.662		
7	San Fernando	G	Amboy Ave	San Fernando Mission Blvd	to end		1,075	
8	San Fernando	G	Amboy Ave	Wolfskill St	Fox St		531	
9	San Fernando	G	O'Melveny Ave	San Fernando Mission Blvd	Chatsworth Dr	0.314		
10	San Fernando	G	O'Melveny Ave	Wolfskill St	Fox St		541	
11	San Fernando	G	Woodworth St	Maclay Ave	Carlisle St		516	
12	San Fernando	G	Woodworth St	Chatsworth Dr	Fox St		1,089	
13	San Fernando	G	Mott St	San Fernando Mission Blvd	Fox St	0.525		
14	San Fernando	G	Griffith St	San Fernando Mission Blvd	Carlisle St		1,089	
15	San Fernando	G	Griffith St	Chatsworth Dr	Fox St		1,094	
16	San Fernando	G	Kewen St	San Fernando Mission Blvd	Fox St	0.526		
17	San Fernando	G	Hewitt St	San Fernando Mission Blvd	Carlisle St		1,094	
18	San Fernando	G	Hewitt St	Chatsworth Dr	Fox St		1,089	
19	San Fernando	G	Hollister St	San Fernando Mission Blvd	Fox St	0.526		
20	San Fernando	G	Coronel St	San Fernando Mission Blvd	Brand Blvd		1,270	
21	San Fernando	G	Coronel St	Chatsworth Dr	Fox St		1,093	
22	San Fernando	G	Pico St	San Fernando Mission Blvd	Fox St	0.526		
23	San Fernando	G	Celis St	San Fernando Mission Blvd	Fox St	0.526		
24	San Fernando	G	San Fernando Rd	San Fernando Mission Blvd	Fox St	0.531		
25	San Fernando	G	Ilex St	San Fernando Rd	Fox St		251	
26	San Fernando	G	Kittiridge Rd	San Fernando Rd	Truman St		215	
27	San Fernando	G	Truman St	San Fernando Mission Blvd	100ft Past Fox St	0.546		
CITY OF SAN FERNANDO ZONE G TOTALS						Total Miles/Feet	7.636	10947.00
						Feet to miles	2.07	
						Total Lineal Miles	9.71	
							19.42	

CITY OF SAN FERNANDO GRID G - SIDEWALK ASSESSMENT						Miles	Cost
Total Estimated Sidewalk Miles						19.42	

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CITYWIDE SIDEWALK ASSESSMENT

Our Approach

- Simple and fast.
- Survey resources include experienced data collectors,
- Handheld computer terminals with specialized data collection and GPS mapping software application,
- Experienced data processing and analysis.



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CITYWIDE SIDEWALK ASSESSMENT

Survey is focused on the following areas of sidewalk maintenance

• Sidewalk Condition

- Measurement of physical distresses such as **cracks, spalled surfaces, gaps, settling and heaving**:

- Spalled surface, holes in surfaces, and cracks, 1" wide or greater
- Deteriorated joints that have an eroded condition greater than ½" wide.

• Sidewalk Trip Hazards.

- Identify differential displacement between sidewalk sections greater than ¼" high.
- Sidewalk trip hazards are recorded and divided by the Height, Width, and Length of the vertical face exposed.

• Curb and Gutter (optional)

- The condition of curbs & gutters can be evaluated by location.
- Distresses such as cracking, spall, pop outs, settling, heaving, and pooling can be defined and categorized for repair

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CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We group surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small)	Above 1/4" high to 1/2"
Severe (medium)	Above 1/2" high to 1"
Most Severe (large)	Above 1" high to 2"

We recommend the repair of trip hazards by precision saw cutting for all hazards above 1/4" to 2" high to save cost and extend the useful life of the existing sidewalk.

Larger trips (above 2") and are best resolved by demolition and replacement of the entire panel.

The "demolition and replace" work can follow the cutting of individual trip hazards to reduce the amount of reconstruction needed.










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EXAMPLE: SIDEWALK CONDITION REPORT

Sidewalk Inspection Photos

HAYLAND STREET
Aileron Ave. to Del Valle Ave.

LP District 6

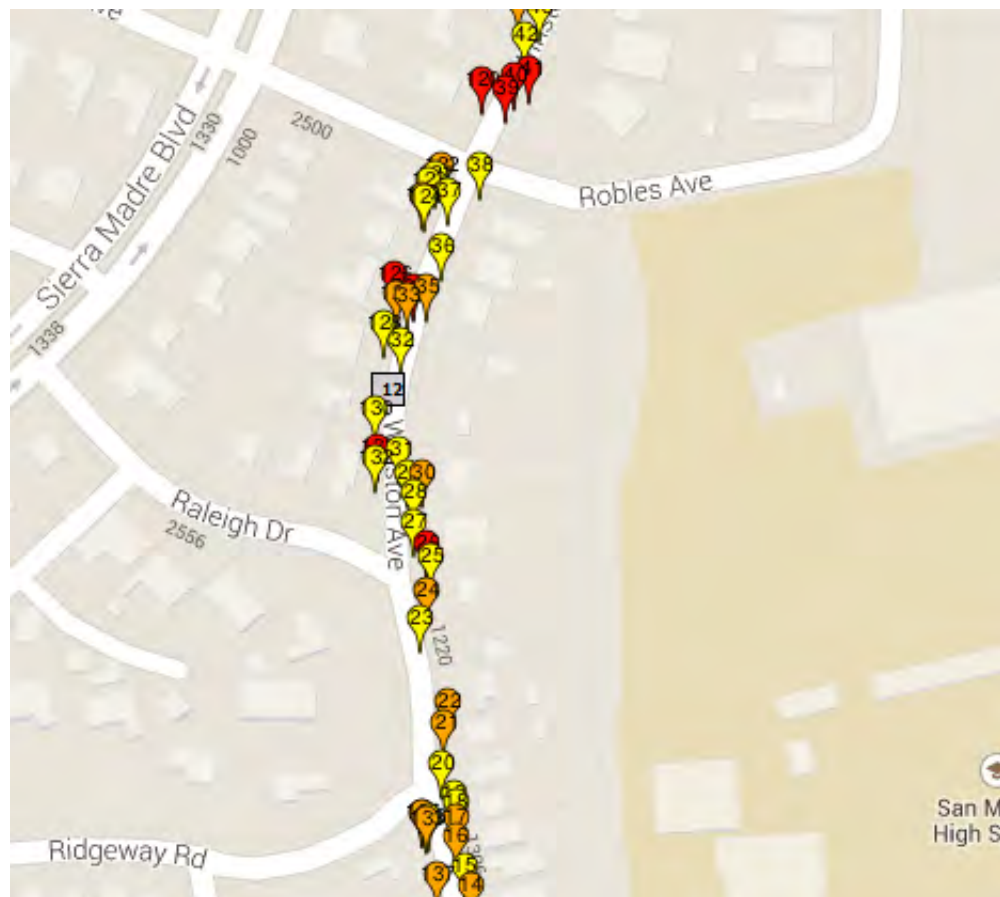
 <p>Hazard 1: 1159 Aileron Ave along Hayland Hydrant</p>	 <p>Hazard 2: 1159 Aileron Ave along Hayland Hydrant</p>	 <p>Hazard 3: 1159 Aileron Ave along Hayland Corner of fence</p>
 <p>Hazard 4: 1159 Aileron Ave along Hayland New concrete</p>	 <p>Hazard 5: 1159 Aileron Ave along Hayland Drive Way</p>	 <p>Hazard 6: 15755 Hayland Drive Way</p>
 <p>Hazard 7: 15755 Hayland Corner post</p>	 <p>Hazard 8: 15749 Hayland Tree</p>	 <p>Hazard 9: 15749 Hayland Xcut</p>

LP D6 - Hayland St - Aileron Ave to Del Valle Ave.xlsx- Inspection_Photos 1 of 4 1/6/16

The information in this document is confidential, and is to be used only by The City of San Fernando and Precision Concrete Cutting in evaluating the project.



EXAMPLE: ITEMIZED MAP OF GPS LOCATIONS



The information in this document is confidential, and is to be used only by the City of San Fernando and Precision Concrete Cutting in evaluating the project.



DEMOLITION & REPLACEMENT REPORT

Location of Hazards Requirement Demolition & Replacement process:

- A separate report of hazards that require complete demolition and reconstruction will be provided to the City of San Fernando.
- The list of locations includes the address, GPS location, Photographs, and Square Footage of the panels the need to be replaced.
- The example below shows hazards that require Demolition & Replacement panels (grey squares) within a project area. To produce this map, the location data was plotted in the company's GIS application.

The information in this document is confidential, and is to be used only by the City of San Fernando and Precision Concrete Cutting in evaluating the project.

EXAMPLE: REMOVE & REPLACE REPORT



City of La Puente
 City Manager
 15900 East Main Street
 La Puente, CA 91744
 (626) 855-1500

REMOVE - REPLACE

Sidewalk Inspection Report Matrix
 District 1
 Villa Park Street

Precision Concrete Cutting
 5737 Kanan Road
 Agoura Hills, CA 91301
Total Sq. Ft.
282

LOCATION SPECIFICS						CONDITION								SEVERITY	RECOMMENDED REPAIR					VISUAL	
No.	Street Name	Segment From	Segment To	Street Side N, S, E, W	Location/Description	Insp Date	Height 1	Height 2	Lineal Feet	Spall	Joint	Crack	Tree	Rating 1-5 P1-5	Patch Fill	Replace	Saw Cut	Panel Width	Length (L/F)	SQ FT	Image
8	Villa Park Street	Main	Leverett	N	17227 villa park 5	2014-12-06	4	2	4					4		X		4	24	96	Hazard 8
20	Villa Park Street	Main	Leverett	N	17327 villa park	2014-12-06	4	2	4				X	4		X		5	18	90	Hazard 20
39	Villa Park Street	Main	Leverett	S	17218 villa park	2014-12-06	1.5	1.5	4					4		X		4	12	48	Hazard 39
42	Villa Park Street	Main	Leverett	S	17218 villa park	2014-12-06	1.75	0	4	X				5	X	X		4	12	48	Hazard 42
Cell Totals										3		1	6		4	4	41		282		

The information in this document is confidential, and is to be used only by The City of San Fernando and Precision



EXAMPLE: ITEMIZED R & R LOCATIONS

**EXAMPLE DISPLAY OF
HAZARD AND R&R
LOCATIONS USING
SURVEY DATA**



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CITYWIDE SIDEWALK ASSESSMENT

PRICE SUMMARY

SIDEWALK ASSESSMENT SERVICES

The fee for sidewalk assessment services shall be \$455.00 per sidewalk mile.

City of San Fernando, Sidewalk miles:

COST PER SIDEWALK MILE	TOTAL SIDEWALK MILES	ESTIMATED MAN DAYS	TOTAL ESTIMATED SURVET COST
\$455	19.42	10	\$8,836.00

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LEADING UNEVEN SIDEWALK REPAIR

Benefits of our service include

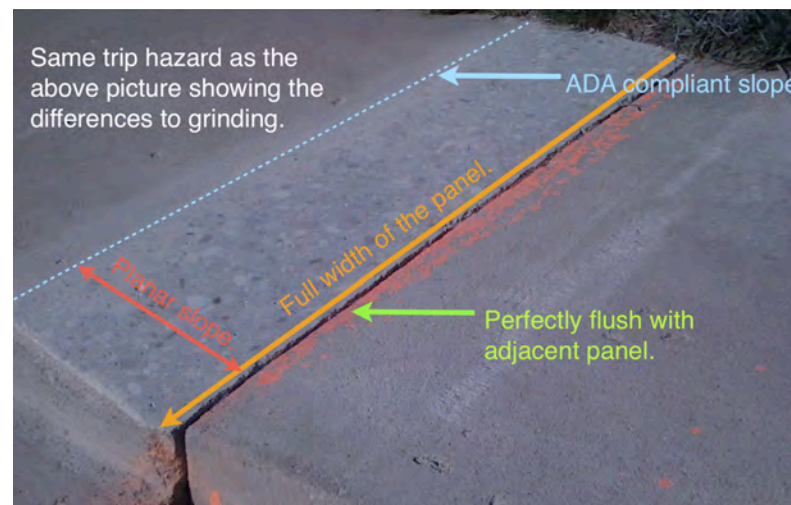
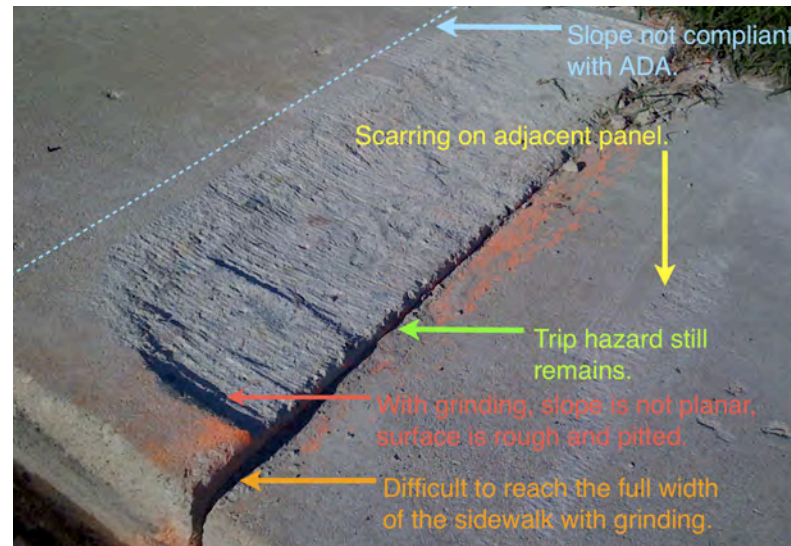
- **Substantial budget savings over other methods**
- **Guaranteed ADA and OSHA Compliance**
- **Reduced liability risk**
- **A clean, attractive finish**
- **Quick repair with little disruption in service**
- **Safe and longer lasting sidewalks**
- **Satisfied community members**

The information in this document is confidential, and is to be used only by the City of San Fernando and Precision Concrete Cutting in evaluating the project.



WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Difficult to comply with the ADA slope requirements
- Not recommended for larger trip hazards (over 1 inch)
- Often unsightly (leaves a rough, uneven scarring)
- Has no cost advantage
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust



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LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
 - completely removes difference in vertical elevation of greater than 1/4 inch to 1 1/2 inches between panels. **Saves more sidewalk!**
- **Superior results compared to unsightly grinding and asphalt patching**
 - Lower Risk through full compliance with ADA and OSHA requirements.
 - More Permanent solution vs. asphalt ramping and concrete patching
 - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
 - up to 150 repairs per day

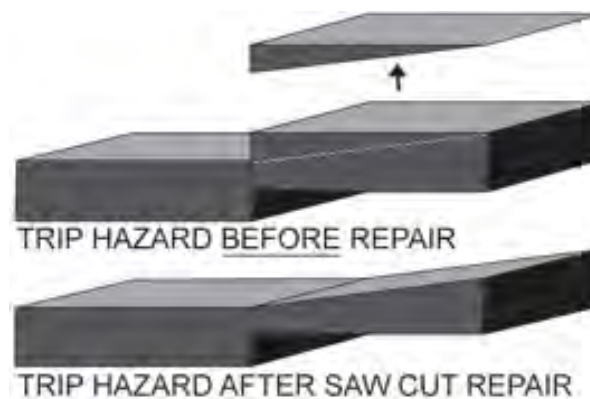
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LEADING UNEVEN SIDEWALK REPAIR

Our Guarantee

1. Hazards removed from the full length of the panel (full edge-to-edge repair);
2. Sidewalks repaired at a slope of 1:12 or 1:8, in compliance with ADA requirements;
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements;
4. Debris from repaired areas collected and removed;
5. A dust abatement system used during all repair operations;
6. The repaired areas are clean and uniform with a coefficient of friction exceeding OSHA requirements for public walkways;
7. A detailed report with GPS map locations and audit-able invoice is presented for every repair.



The information in this document is confidential, and is to be used only by the City of San Fernando and Precision Concrete Cutting in evaluating the project.



SUPERIOR RESULTS



SUPERIOR RESULTS

GRIND



SAW



REMOVED HAZARDS AT LOS ANGELES

PRECISION SAW CUTTING





FAST, EFFECTIVE, ECONOMICAL



- 3 man crew can repair up to 150 hazards a day
- Can repair in tight places against walls, fences, sign poles, benches
- Can repair slab 3 or more times before replacement
- Low cost \$3 - \$5 per square foot



CITYWIDE SIDEWALK ASSESSMENT & REPAIR PROGRAM

SIDEWALK ASSESSMENT AND REPAIR

Divide City into multiple (2-8) sidewalk maintenance zones.

Sidewalk assessment performed on a Zone by Zone basis in sequence with sidewalk trip hazard removal.

Enables immediate and progressive identification and mitigation of sidewalk risk throughout the city

The fee for sidewalk assessment services shall be included in the sidewalk repair cost on a location by location basis.



CASE STUDY - ACTUAL PROJECT DATA

Based on a 5' x 7' average panel size and an estimated replacement cost of roughly \$10 per square foot, we estimate the cost to remove and replace **1172** sidewalk panels (approx. 41,020.00 square feet) is **\$410,200.00**.

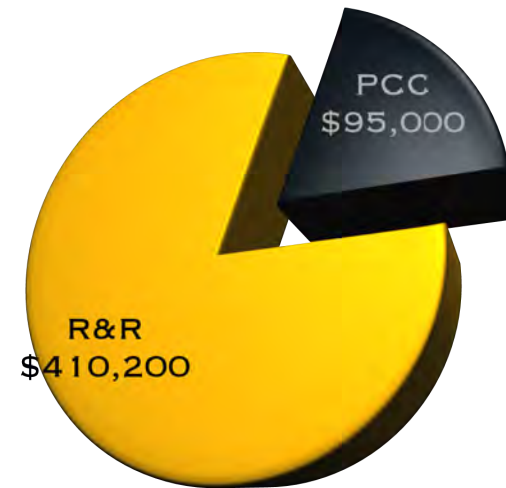
Total cost using Precision Concrete Cutting is \$95,000, **a savings of \$315,200.00**.

Total cost per square foot using Precision Concrete Cutting is \$2.31 per square foot, or an approximate savings of \$7.69 per square foot.

Project Summary:

Total Repairs	1,172
Total Lineal Feet	8,204
Cost Using PCC	\$95,000

Cost Savings with PCC \$315,200.00





Prepared by

Gary Beneduci
Precision Concrete Cutting
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www.safesidewalks.com

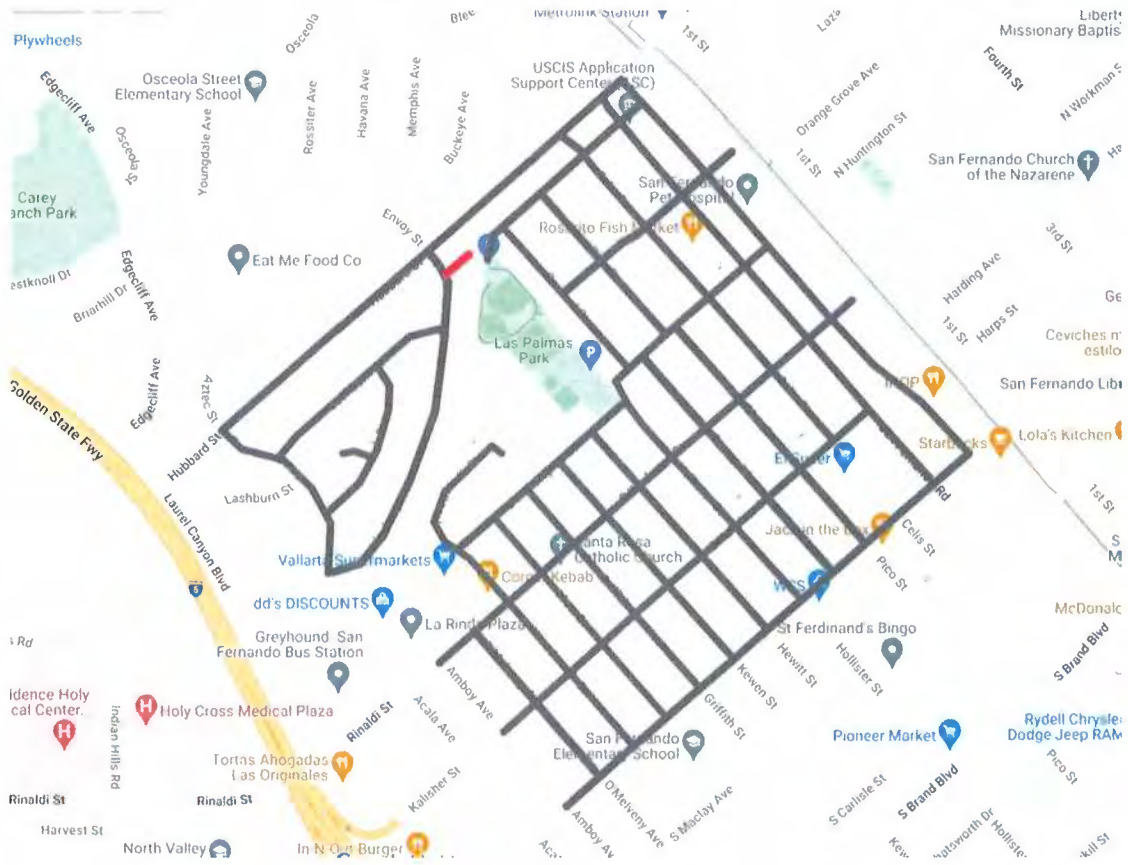
**Sidewalk Asset Management Specialist
for Los Angeles Inland Empire**



Los Angeles/Central California
 P: (888) 881-9816 F: (818) 698-8280
 www.SafeSidewalks.com

ADA Compliant Safe Sidewalks - Sidewalk Trip Hazard Removal Service

Sidewalk Segments – Grid F



Sidewalk Condition Assessment will be performed along the street segments highlighted above. Streets highlighted in red have no sidewalks.



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 www.SafeSidewalks.com

ADA Compliant Safe Sidewalks - Sidewalk Trip Hazard Removal Service

GRID F Street Segment List - Estimated Sidewalk Miles

Item #	City	Grid	Street	Between	And	Notes	Miles	Feet	
1	San Fernando	F	Lashburn St	Pearwood Ave	Cork St			1215	
2	San Fernando	F	Cork St	Pearwood Ave	Lashburn St			956	
3	San Fernando	F	Woodworth Pl	Cork St	End			169	
4	San Fernando	F	Jackman Avw	Pearwood Ave	Hubbard St		0.408		
5	San Fernando	F	Meyer St	Truman St	End			1312	
6	San Fernando	F	Hubbard St	Pearwood Ave	Truman St		0.594		
7	San Fernando	F	Truman St	Hubbard St	San Fernando Mission Blvd		0.573		
8	San Fernando	F	San Fernando Mission Blvd	Amboy Ave	Truman St		0.6		
9	San Fernando	F	O'Melveny Ave	San Fernando Mission Blvd	Workman St			1095	
10	San Fernando	F	Kalisher St	Amboy Ave	San Fernando Rd		0.54		
11	San Fernando	F	Workman St	Amboy Ave	End		0.616		
12	San Fernando	F	Huntington St	Woodworth St	Hollister St			1,285	
13	San Fernando	F	Huntington St	Hollister St	Truman St			1189	
14	San Fernando	F	Lazard St	Coronel St	End			1,295	
15	San Fernando	F	San Fernando Rd	Hubbard St	San Fernando Mission Blvd		0.561		
16	San Fernando	F	Celia St	Meyer St	Kalisher St		0.421		
17	San Fernando	F	Hubbard Pl	Hubbard St	Meyer St			159	
18	San Fernando	F	Pico St	Meyer St	Huntington St			1,111	
19	San Fernando	F	Pico St	Huntington St	San Fernando Mission Blvd		0.315		
20	San Fernando	F	Coronel St	San Fernando Mission Blvd	Huntington St		0.312		
21	San Fernando	F	Hollister St	San Fernando Mission Blvd	Huntington St		0.315		
22	San Fernando	F	Coronel St	Huntington St	Lazard St			1078	
23	San Fernando	F	Hewitt St	San Fernando Mission Blvd	Huntington St		0.287		
24	San Fernando	F	Kewen St	San Fernando Mission Blvd	Huntington St		0.286		
25	San Fernando	F	Griffith St	San Fernando Mission Blvd	Huntington St		0.286		
26	San Fernando	F	Mott St	San Fernando Mission Blvd	Huntington St		0.286		
27	San Fernando	F	Woodworth St	San Fernando Mission Blvd	W. End		0.457		
28	San Fernando	F	Pearwood Ave	Jackman Ave	Hubbard St			1191	
CITY OF SAN FERNANDO ZONE F TOTALS							Total Miles/Feet	6.857	12055.00
							Feet to miles		2.28
							Total Lineal Miles		9.14
							Total Lane Miles		18.28

GRID G

Tree Maintenance Grid G

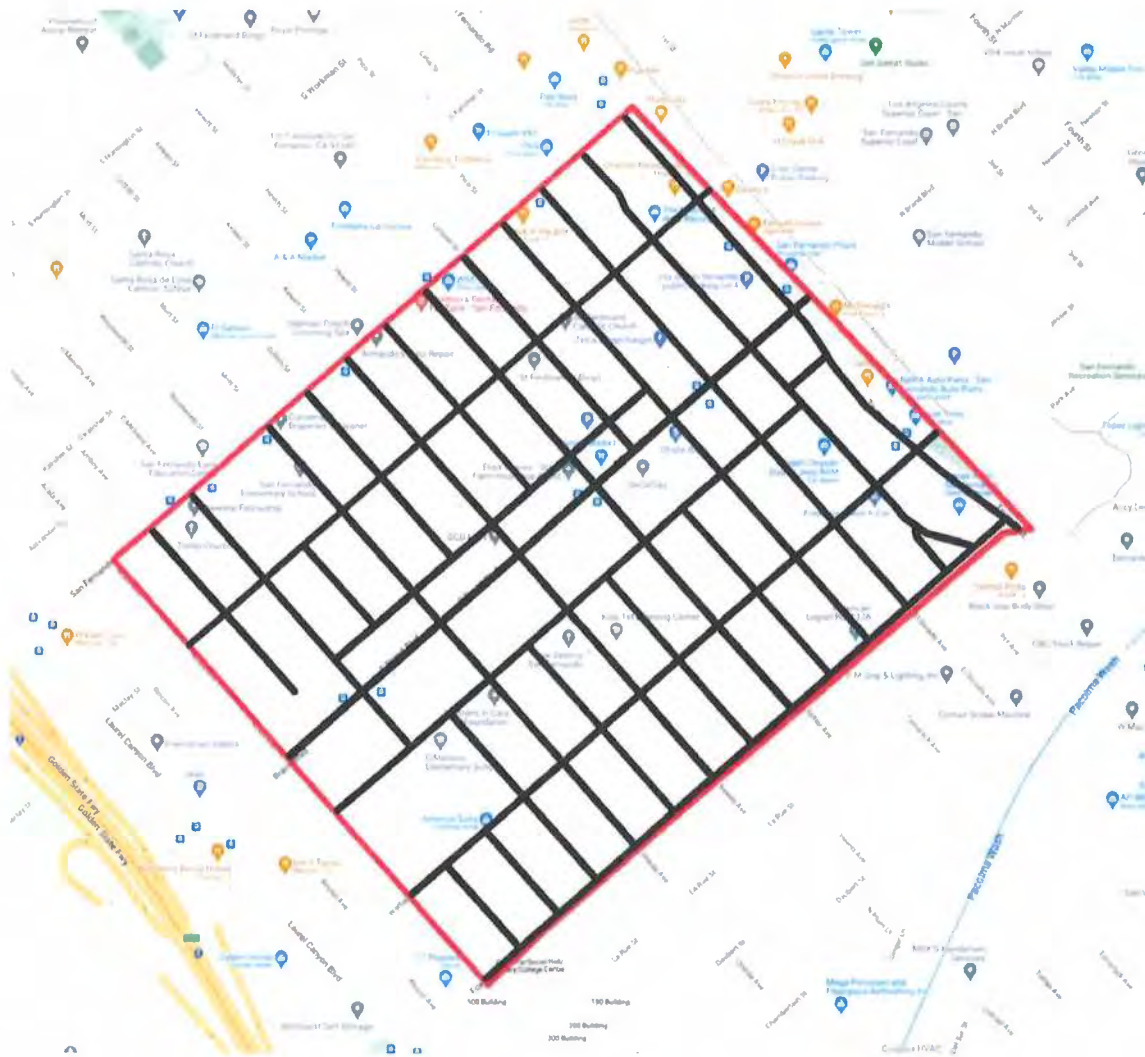
See Maps and Street Segment List below



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ADA Compliant Safe Sidewalks - Sidewalk Trip Hazard Removal Service

Sidewalk Segments – Grid G



Sidewalk Condition Assessment will be performed along the street segments highlighted above.



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 www.SafeSidewalks.com

ADA Compliant Safe Sidewalks - Sidewalk Trip Hazard Removal Service

GRID G Street Segment List - Estimated Sidewalk Miles

Item #	City	GRID	Street	Between	And	Miles	Feet
1	San Fernando	G	Maclay Ave	Acala Ave	100ft Past Truman	0.659	
2	San Fernando	G	Carlisle St	O'Melveny Ave	Pico St	0.388	
3	San Fernando	G	Brand Blvd	Acala Ave	100ft Past Truman	0.658	
4	San Fernando	G	Chatsworth Dr	Acala Ave	San Fernando Rd	0.584	
5	San Fernando	G	Wolfskill St	Acala Ave	100ft Past Truman	0.665	
6	San Fernando	G	Fox St	200ft West of Amboy	Truman St	0.662	
7	San Fernando	G	Amboy Ave	San Fernando Mission Blvd	to end		1,075
8	San Fernando	G	Amboy Ave	Wolfskill St	Fox St		531
9	San Fernando	G	O'Melveny Ave	San Fernando Mission Blvd	Chatsworth Dr	0.314	
10	San Fernando	G	O'Melveny Ave	Wolfskill St	Fox St		541
11	San Fernando	G	Woodworth St	Maclay Ave	Carlisle St		516
12	San Fernando	G	Woodworth St	Chatsworth Dr	Fox St		1,089
13	San Fernando	G	Mott St	San Fernando Mission Blvd	Fox St	0.525	
14	San Fernando	G	Griffith St	San Fernando Mission Blvd	Carlisle St		1,089
15	San Fernando	G	Griffith St	Chatsworth Dr	Fox St		1,094
16	San Fernando	G	Kewen St	San Fernando Mission Blvd	Fox St	0.526	
17	San Fernando	G	Hewitt St	San Fernando Mission Blvd	Carlisle St		1,094
18	San Fernando	G	Hewitt St	Chatsworth Dr	Fox St		1,089
19	San Fernando	G	Hollister St	San Fernando Mission Blvd	Fox St	0.526	
20	San Fernando	G	Coronel St	San Fernando Mission Blvd	Brand Blvd		1,270
21	San Fernando	G	Coronel St	Chatsworth Dr	Fox St		1,093
22	San Fernando	G	Pico St	San Fernando Mission Blvd	Fox St	0.526	
23	San Fernando	G	Celis St	San Fernando Mission Blvd	Fox St	0.526	
24	San Fernando	G	San Fernando Rd	San Fernando Mission Blvd	Fox St	0.531	
25	San Fernando	G	Ilex St	San Fernando Rd	Fox St		251
26	San Fernando	G	Kittiridge Rd	San Fernando Rd	Truman St		215
27	San Fernando	G	Truman St	San Fernando Mission Blvd	100ft Past Fox St	0.546	
CITY OF SAN FERNANDO ZONE G TOTALS						Total Miles/Feet	7.636 10947.00
						Feet to miles	2.07
						Total Lineal Miles	9.71
							19.42
CITY OF SAN FERNANDO GRID G - SIDEWALK ASSESSMENT						Miles	Cost
						Total Estimated Sidewalk Miles	19.42

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development
Kenya Marquez, Housing Coordinator

Date: October 21, 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 in an amount not to exceed \$157,200, to provide comprehensive homeless services; and
- b. Authorize contingency of 10% of the annual contracted services amount, for homeless services-related costs and authorize City Manager to execute change orders as necessary up to contingency authority, within the annual authorized budget in a given fiscal year; and
- c. Approve a Professional Services Agreement with North Valley Caring Services in an amount not to exceed \$175,000, to provide comprehensive homeless services; and
- d. 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

Page 2 of 5

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.
8. On October 7, 2024, the City Council received a presentation from staff regarding the approval of Professional Service Agreements with Home Again Los Angeles and North Valley Caring Services to provide comprehensive homeless services. City Council directed staff to return with additional data and reports.

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.

On October 7, 2024, the City Council directed staff to return with additional data for the outcomes of homeless services since the start of the agreements with Home Again Los Angeles and North Valley Caring Service.

Discussion and Consideration to Approve Professional Services Agreements with Home Again Los Angeles and North Valley Caring Services to Provide Comprehensive Homeless Services

Page 3 of 5

Responses to City Council questions are provided below.

Question 1: When do the current homeless services agreements expire?

Reply: Contract No. 2208 with Home Again Los Angeles (HALA) is set to expire on November 12, 2024. Contract No. 2148 with North Valley Caring Services (NVCS) was extended until May 23, 2025, or until funds are expended. The funds allocated for NVCS agreement are estimated to be expended by end of November 2024.

Question 2: What additional data is available regarding families assisted by HALA and the resources they received?

Reply: Attachment “A” is a detailed spreadsheet indicating each family, their family size, and the resources they received, whether it be a social service referral, rental assistance, shelter assistance, or housing navigation. Please note that this spreadsheet, provided by HALA, is still in progress.

Question 3: What additional data is available regarding individuals assisted by NVCS?

Reply: Attachment “B” is a list showing 135 individuals enrolled in the “San Fernando Street Outreach” Program from August 1, 2023 to October 10, 2024 (By-Name List). Column “Total No. of Services Received” indicates the total number of services they received from NVCS, including food and drink items, transportation, basic needs, and hygiene supplies. The first 25 individuals also have the itemized list of services they received from the Outreach Team. This spreadsheet is still in progress.

Question 4: What additional data is available regarding individuals placed into interim housing by NVCS and their outcomes?

Reply: Attachment “B” also includes individual placed into interim housing by NVCS (No. 1-25), their length of time in the “San Fernando Outreach” Program, the name of the housing placement, current status, total services provided by the outreach team, along with the itemized list of services received. This spreadsheet is still in progress.

Staff is recommending that the City Council award contracts to both Home Again Los Angeles (HALA) (Attachment “C” – Contract No. 2300) and North Valley Caring Services (NVCS) (Attachment “D” – Contract No. 2299) to ensure existing homelessness and prevention are simultaneously addressed.

Home Again LA Services Overview.

HALA is a 501(c)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 programming to focus on five core programs: Shelter, Rapid Rehousing, Eviction Prevention, Transitional Housing, and Education/Outreach.

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

Discussion and Consideration to Approve Professional Services Agreements with Home Again Los Angeles and North Valley Caring Services to Provide Comprehensive Homeless Services

Page 4 of 5

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.

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.

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., 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

Page 5 of 5

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) calendar 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 Contact 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. Home Again LA – Service Overview
- B. North Valley Caring Services – Street Outreach Program By-Name List
- C. 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
- D. 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

**Home Again LA
December 2023- July 2024**

Head of Household Initials	Family Size	Enrollment Date	Exit Date	Social Service Referrals								Rental Assistance / Eviction Prevention			Shelter Assistance			Housing Navigation				
				DPSS	CalFresh	LIFE TAP Card	Legal Resource	ID Waiver	CBEST	EDD	Utility Asst	HALA Program	LAHSA Problem Solving	Amount	Outcome of Family	Motel	90-day Shelter	Outside Agency	Outcome of Family	HN	Outcome of Family	
1	AH	6	12/19/2023	12/19/2023								1		\$1,512.00	Remained in housing							
2	FM	5	12/19/2023	12/19/2023								1		\$4,940.00	Remained in housing							
3	JL	2	12/27/2023	12/27/2023								1		\$3,714.00	Remained in housing							
4	MB	1	12/29/2023	12/29/2023								1		\$3,659.98	Remained in housing							
5	EV	2	01/11/2024	01/11/2024								1		\$3,069.00	Remained in housing							
6	VB	2	01/11/2024	01/11/2024								1		\$1,912.00	Remained in housing							
7	MM	2	01/11/2024	01/11/2024								1		\$3,303.00	Remained in housing							
8	JC	3	01/16/2024	01/16/2024								1		\$3,810.00	Remained in housing							
9	TA	1	01/16/2024	01/16/2024								1		\$569.00	Remained in housing							
10	MC	6	01/16/2024	01/16/2024								1		\$1,040.00	Remained in housing							
11	CW	2	01/19/2024	01/19/2024								1		\$158.72	Remained in housing							
12	MM	1	01/24/2024	01/24/2024								1		\$315.00	Remained in housing							
13	NR	4	03/11/2024	03/11/2024								1		\$1,320.00	Remained in housing							
14	DL	4	04/05/2024	04/05/2024				1					1	\$5,210.00	Remained in housing					1	Provided additional housing leads as the family wants to move out. Still in housing.	
15	JL	6	04/19/2024	04/19/2024									1	\$13,596.00	Remained in housing							
16	TD	1	05/20/2024	05/20/2024									1	\$7,310.00	Remained in housing							
16	DG	6	05/20/2024															1	Referred to Hope Gardens			
16	CB	1	07/08/2024	07/08/2024									1	pending	still under review							
16	EDLC	3	07/18/2024	08/01/2024		1	3						1	\$720.51	Remained in housing	1			HALA helped secure housing and household returned to work.	1	HALA secured apartment unit for family and family is now in our rapid rehousing program starting.	
19	KC	4	08/12/2024	current											Sheltered	1			Currently still in HALA program and will be moving into HALAs transitional housing 10/30/24.	1	HALA secured apartment unit for family and family is now in our rapid rehousing program starting 10/30/24.	
20	LR	5																1	Referred to LAFH			
21	GG	6																1	Referred to LAFH			
22	ER	4																1	Referred family to LAFH			
23	MG	3																		1	Provided other leads for housing. Family secured housing.	
24	MM	2																		1	Provided other housing leads, HALA assisted in securing housing.	
25	U	1																		1	Referred to CalAim for Housing Navigation	
26	DG	1																		1	Referred to CalAim for Housing Navigation	
27	LJ	1					1											1	Provided Housing Leads. And Referred to Helping Hands.			
28	EM	1																1	Referred to JVS for Veteran Services			
29	JQ	2																1	Referred to Helping Hands.			
30	CR	4																1	Referred to LAFH.			
31	KR	7																1	Referred to LAFH.			
32	FC	3					1											1	Referred to SFVRM			
33	AR	1				1				1												
34	EV	1					1															
35	MP	1				1					1											
36	FP	1					1															
37	HPA	1					1															
38	DVC	4															1		HALA Moved family into housing.	1	HALA secured apartment unit for family and family is now in our rapid rehousing program	
39	EC	1					1															
40	TG	2					1											1	Referred to LAFH			
41	RG	1																1	Referred to LAFH			
42	LS	1					1					1										
43	LA	1					1															
44	RM	2																1	Referred to LAFH			
45	VZ	2				1		1														
46	TDLC	2					1															
47	YM	5																1	Referred to LAFH & SFVRM			

48	ER	5																		
49	LJ	1			1															
50	AA	1							1											
51	MC	1									1	pending	Ongoing, inspection rescheduled for 10/14, pending request for Security deposit.							
52	FG	1									1									
53	RL	1									1									
54	JE	1									1									
55	MF	1									1									
56	JH	1									1									
57	DVC	2												1			Family moved into HALA Motel program.	1	HALA secured apartment unit for family and enrolled family into our rapid rehousing program to help family achieve stability.	
58	FL	2									1									
59	PS	1									1									
60	MM	1									1									
61	JA	1									1									
62	JG	1									1									
63	YP	1									1									
64	RG	1									1									
65	VCC	1									1									
66	NR	1														1	Referred to LAFH			
67	MM	1			1															
68	VM	1									1									
		155			6	12	5	1	2	1	15									
					42 Total															
											13	6	\$56,159.21		4					
											Total	19				Total	15		9 Total	

NVCS By-Name List																
No.	Individual's Initials	Former Location	Housing Placement	Date of Housing Referral	Date Placed	Current status	Total No. of Services Received	Itemized Services Received								
								Transportation	Food & Drink	Clothing	Hygiene Items	Info / Brochure	Housing Search and Placement	DMH	DMV	Benefits
1	CHC	117 Macneil St.	Valley Haven		3/26/24	N/A	4	1	2				1			
2	MV	505 S. Huntington	Transitional Housing	3/14/24	3/24/24	N/A	4	1	2			1				
3	MB	208 Park Ave.	Bridge Housing Arroyo Seco	7/11/24	7/16/24	N/A	4	2				1	1			
4	JP	117 Macneil St.	ERC	12/27/23	2/10/24	Active	20	5	11			1		2	1	
5	JW	1032 San Fernando Rd.	Econo Lodge	2/09/24	4/25/24	N/A	6	1	2				2			1
6	RG	1193 Newton St.	Econo Lodge	7/15/24	7/17/24	Active	9	5	2	1	1					
7	AAB	910 First St.	Econo Lodge	3/08/24	9/30/24	Active	11	3	2			1	2	3		
8	EV	910 First St.	Tiny Homes SV	4/23/24	6/24/24	Active	23	4	11	2	4		1	1		
9	JF	505 S. Huntington	Tiny Homes	11/30/23	12/01/23	N/A	2		2							
10	TL	117 Macneil St.	Econo Lodge	12/28/23	1/11/24	Active	4	1	2				1			
11	ER	117 Macneil St.	Transitional Housing	1/18/24	2/01/24	N/A	5		3		1		1			
12	FC	2040 Glenoaks Blvd.	Good Night Inn	12/28/23	2/28/24	N/A	3		2			1				
13	LB	Gridley Hill	ABH Sylmar	2/26/24	2/29/24	N/A	1	1								
14	GG	117 Macneil St.	Tiny Homes	4/04/24	4/04/24	N/A	6	1	2				2			1
15	RC	828 Harding Ave.	Transitional Housing	4/15/24	4/15/24	N/A	1		1							
16	VG	Maclay/Fourth	Arroyo Shelter	4/15/24	4/16/24	N/A	5	1	2				2			
17	RM	Brand/San Fernando	Arroyo Shelter	5/02/24	5/07/24	N/A	4	1	2				1			
18	DS	117 Macneil St.	Valley Haven	5/16/24	05/2024	N/A	2						2			
19	LK	117 Macneil St.	ABH Sylmar	5/30/24	6/04/24	N/A	4	2					2			
20	RT	505 S. Huntington	Encinitas	7/19/24	5/20/24	EXITED	0									
21	AV	505 S. Huntington	Encinitas	7/19/24	8/20/24	EXITED	3		2			1				
22	CS	828 Harding Ave.	Community Bridge House	9/13/24	9/13/24	N/A	5	1	2				2			
23	RD	208 Park Ave.	Community Bridge House	9/16/24	9/16/24	Active	2	1	1							
24	GT	1511 San Fernando Rd.	Community Bridge House	9/20/24	9/20/24	N/A	5	1	2				2			
25	JM	900 San Fernando Rd.	AWSP	2/08/24	2/28/24	N/A										
26	DG						2									
27	DA						5									
28	MS						4									
29	AS						4									
30	GS						5									
31	RC						4									
32	AY						3									
33	CPG						5									
34	JKT						5									
35	AR						3									
36	IR						3									
37	JR						0									
38	AS						0									
39	AA						3									

40	AL						2									
41	LN						3									
42	HB						0									
43	CH						0									
44	JO						2									
45	AP						0									
46	JG						0									
47	RC						0									
48	EC						0									
49	IM						2									
50	MD						2									
51	JM						2									
52	EV						7									
53	TM						2									
54	GR						0									
55	JC						2									
56	VA						2									
57	JM						2									
58	WH						2									
59	LB						2									
60	FJ						3									
61	NB						2									
62	VS						4									
63	TL						2									

64	RR						2									
65	EH						2									
66	JM						2									
67	JT						2									
68	OA						2									
69	CL						2									
70	DG						2									
71	CR						2									
72	JM						2									
73	PI						2									
74	MH						2									
75	KK						2									
76	RR						2									
77	PB						2									
78	BF						2									
79	DC						2									
80	PR						2									
81	MS						7									
82	WR						1									
83	RP						2									
84	HR						2									
85	MM						2									
86	LW						2									
87	VA						2									
88	JR						3									

89	EO						8									
90	FS						3									
91	DB						5									
92	FT						1									
93	CQ						3									
94	MP						3									
95	AP						6									
96	MB						3									
97	MR						5									
98	EA						3									
99	AT						3									
100	AD						1									
101	MA						3									
102	DM						3									
103	PE						3									
104	DW						2									
105	SF						3									
106	AT						3									
107	AI						3									
108	DP						2									
109	AC						3									
110	AC						3									
111	SM						4									
112	BC						4									
113	CJ						1									

114	GR						3									
115	PD						3									
116	RR						3									
117	IM						3									
118	WA						0									
119	EW						4									
120	PS						4									
121	VR						4									
122	EQ						3									
123	BB						3									
124	JS						3									
125	EH						1									
126	DB						0									
127	JC						0									
128	JP						3									
129	MM						3									
130	DN						2									
131	FR						0									
132	AG						0									
133	JB						2									
134	DH						1									
135	RR						1									



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 21st 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 21, 2024, under Agenda Item No. 10.

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

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2300

Comprehensive Homeless ServicesPage 2 of 20

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”) is attached and incorporated hereto as Exhibit “C”. 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”); and up to 10% for additional homeless services-related costs for services requested by the City during the Term of this Agreement, unless such added expenditure is first approved by the City Council. 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2300

Comprehensive Homeless ServicesPage 8 of 20

- 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2300

Comprehensive Homeless ServicesPage 9 of 20

- 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, expenses, 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2300

Comprehensive Homeless ServicesPage 14 of 20

- 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2300

Comprehensive Homeless Services

Page 18 of 20

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

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

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2300

Comprehensive Homeless 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

HOME AGAIN LOS ANGELES

By: _____

Nick Kimball, City Manager

Date: _____

By: _____

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
 Tax ID# 26-2458342
Ending Homelessness, One Family at a Time



CHIEF EXECUTIVE OFFICER

Albert Hernandez

June 18, 2024

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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

ADVISORY BOARD

Michael Cusumano

Paula Devine

Sam Jr & Kathryn Engel

Laura Friedman

Jennifer Smith Greene

Debbie Kukta

Lynn Kronzek

Hon. Harry Leon

Elizabeth Manasserian

Zizette Mullins

Laurie & Pat Patterson

Sen. Anthony Portantino

Marsha Ramos

Jess & Sandy Talamantes

Sandra Thompson



PO Box 7151
 Burbank, CA 91510
 Administrative Office: 818.562.7778
 www.homeagainla.org
 Tax ID# 26-2458342
 Ending Homelessness, One Family at a Time



Agency Background and History

CHIEF EXECUTIVE OFFICER

Albert Hernandez

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 Sen. Anthony Portantino
 Marsha Ramos
 Jess & Sandy Talamantes
 Sandra Thompson

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: 1st Outcome) To provide services to twenty unhoused households through the Rapid Rehousing Program. Of the twenty households, all twenty households will secure permanent housing. 2nd 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

Awards Presented to Home Again Los Angeles:

~California 5th 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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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

Home Again LA / City of San Fernando
 Comprehensive Homeless Services - 1 Program Year Expenses

CONTRACT NO. 2300
EXHIBIT "C"

AGENCY: Home Again Los Angeles
PROJECT: Comprehensive Homeless Services

PERIOD 12 month period

I. SERVICES				
CASE MANAGEMENT SERVICES				
*OPERATIONS-PERSONNEL		Actual Annual	Actual Annual	Amount Requested
Position/Title (% to this project):		Salary	Benefits	
1) Case Manager (One Part Time Employee)		\$54,080	\$9,126	\$ 24,750.00
TOTAL FOR CASE MANAGEMENT SERVICES		\$54,080	\$9,126	\$ 24,750.00
EMERGENCY & INTERIM HOUSING OPTIONS				
DIRECT CLIENT SUPPORT				
Motel Vouchers (\$150/Night X 29 Days Maximum X 7 Unhoused Families)				\$ 30,450.00
TOTAL COST				\$ 30,450.00
SECURITY DEPOSIT AND EVICTION PREVENTION SERVICES				
DIRECT CLIENT SUPPORT				
Security Deposits (\$3,000 X 10 Families)				\$ 30,000.00
Eviction Prevention Support (\$2000/month X 3 Months X 12 Families)				\$ 72,000.00
TOTAL PERSONNEL COST				\$ 102,000.00
Administrative				
				\$ -
				Total Annual Costs
Grand Total				\$ 157,200.00



**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 21st 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 21, 2024, under Agenda Item No. 10.

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

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2299

Comprehensive Homeless ServicesPage 2 of 20

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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2299

Comprehensive Homeless ServicesPage 4 of 20

- 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;

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2299

Comprehensive Homeless Services

Page 5 of 20

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- 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 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2299

Comprehensive Homeless ServicesPage 8 of 20

- 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2299

Comprehensive Homeless ServicesPage 14 of 20

- 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2299

Comprehensive Homeless Services

Page 18 of 20

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

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

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2299

Comprehensive Homeless 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

NORTH VALLEY CARING SERVICES

By: _____

Nick Kimball, City Manager

Date: _____

By: _____

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
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/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.

FY 24-25 NVCS Proposed Budget-SF Outreach	
Budget Category	Costs Allocation
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)		
Supportive Services (Personnel)	Costs	Justification
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	
Subtotal	\$ 114,512.20	
Operations Personnel	Costs	Justification
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	
Subtotal	\$ 14,988.60	
Supportive Services (Financial Assistance)	Costs	Justification
Document/Application Fees	\$ 1,500.00	
Rental Assistance	\$ 750.00	
Utilities Assistance	\$ 1,500.00	
Gas/Metro Cards	\$ 500.00	
Food Cards	\$ 750.00	
Subtotal	\$ 5,000.00	
Program Supplies	Costs	Justification
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	
Subtotal	\$ 10,000.00	
Operations (Non-Personnel)	Costs	Justification
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	
Subtotal	\$ 15,250.00	
Indirect Costs	Costs	Justification
	\$ 15,249.20	
Subtotal	\$ 15,249.20	
Grand Total	\$ 175,000.00	

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
Totals		\$ 771,040.00		2.32		\$ 64,253.33	\$ 117,728.00	\$ 10,006.88	\$ 1,765.92	\$ 129,500.80

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julio Salcedo, Director of Recreation and Community Services

Date: October 21, 2024

Subject: Discussion and Consideration to Approve a Non-Exclusive Revocable License Agreement with the Fernandeno Tataviam Band of Mission Indians for Access and Use of Cindy Montañez Natural Park

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Non-Exclusive Revocable License Agreement with the Fernandeno Tataviam Band of Mission Indians (Attachment "A" – Contract No. 2307) for access and use of Cindy Montañez Natural Park;
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On July 6, 2010, the City Council authorized the City Administrator to execute a Memorandum of Agreement with the Fernandeno Tataviam Band of Mission Indians (FTBMI) for Cultural Enrichment Programs at Rudy J. Ortega Sr. Park.
2. In August 2015, the five-year agreement expired. City staff met with FTBMI to discuss future programming to include into the agreement, including the celebration of Indigenous Peoples' Day.
3. On October 5, 2015, the City Council adopted Resolution No. 7703 declaring its support of Indigenous Peoples' Day on the second Monday of October.
4. On July 18, 2016, the City Council approved Contract No. 1832, a Non-Exclusive License Agreement with the FTBMI for the use of Rudy J. Ortega Sr. and Recreation Park facilities.
5. On September 5, 2023, the City Council adopted a resolution renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park located at 801 Eighth Street, in honor of her achievements, dedication and contributions to the community.

Discussion and Consideration to Approve a Non-Exclusive Revocable License Agreement with the Fernandño Tataviam Band of Mission Indians for Access and Use of Cindy Montañez Natural Park

Page 2 of 2

ANALYSIS:

One of the City's Strategic Goals 2022 – 2026 is to *Focus on Community First* through the strategy to expand collaboration with local Community-Based Organizations (CBO) to support San Fernando in achieving key strategic goals. The Fernandño Tataviam Band of Mission Indians (FTBMI), which has its administrative offices based in San Fernando, has been a key CBO partner on a number of efforts over the years and, through that partnership, has been successful in a number of joint efforts, including securing significant resources to serve both the San Fernando and FTBMI communities. Staff is seeking authorization from City Council to continue in its partnership through a Non-Exclusive Revocable License Agreement with FTBMI for access and use of the Cindy Montañez Natural Park.

The partnership between the City and FTBMI is crucial for several cultural and community benefits. This collaboration strengthens the recognition and preservation of the rich Indigenous heritage of the region, which is rooted in the history and traditions of the Tataviam people. Additionally, such a partnership enables both entities to collaborate on projects that enhance the community's well-being. This could include cultural events, heritage programs, and environmental conservation efforts that are aligned with FTBMI's and the City's shared values.

The Agreement is the product of collaborative discussions between the City and FTBMI. Under the terms of the proposed Agreement, FTBMI is granted access to Cindy Montañez Natural Park to: (i) conduct cultural enrichment programs open to the general public, and (ii) perform general maintenance work in coordination with the Public Works Department. The initial term of the Agreement is for one (1) year, with an option to renew for an additional one (1) year term.

The proposed Agreement has been thoroughly reviewed and approved by the City Attorney, and the FTBMI, with all parties in concurrence on its terms. This partnership exemplifies how joint efforts can expand community programs and activities without overburdening City resources. FTBMI will not only provide a range of community-building activities but will also contribute essential support to the maintenance of Cindy Montañez Natural Park, while preserving and sharing FTBMI's cultural heritage with future generations and the wider community.

BUDGET IMPACT:

The City Council's approval of the Non-Exclusive Agreement between the City and the Fernandño Tataviam Band of Mission Indians will not impact the City's Fiscal Year 2024-2025 Adopted Budget, as all services will be provided by FTBMI at no charge to the City.

CONCLUSION:

It is recommended that the City Council approve the Non-Exclusive Agreement with the Fernandño Tataviam Band of Mission Indians for Cultural Enrichment activities and general maintenance work at Cindy Montañez Natural Park.

ATTACHMENTS:

- A. Contract No. 2307

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT

BY AND BETWEEN

CITY OF SAN FERNANDO

AND

FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS

THIS NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT ("AGREEMENT") is made and executed this 21st day of October, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY"), and the FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS, a state-recognized Indian tribe and California mutual benefit corporation ("LICENSEE" or "TATAVIAM"). Collectively, CITY and LICENSEE are referred to as the "Parties."

RECITALS

WHEREAS, the CITY and LICENSEE entered into a Non-Exclusive License Agreement on July 18, 2016 (the "Original Agreement"), for the LICENSEE'S use of certain CITY-owned property described as Rudy Ortega Sr. Park and Recreation Park; and

WHEREAS, the LICENSEE now desires that CITY grant a non-exclusive, revocable license to the PARK for another CITY-owned property described as the Cindy Montanez Park, located at 801 8th Street, San Fernando, CA 91340 ("PARK"); and

WHEREAS, the CITY wishes that the PARK be used for the cultural enrichment and well-being of the community and residents of the CITY; and

WHEREAS, subject to the terms and conditions set forth herein, CITY wishes to grant to LICENSEE a non-exclusive, revocable license to use the PARK for the purpose of providing a community service to the CITY'S residents.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **LICENSE.** CITY hereby grants LICENSEE a non-exclusive, revocable license to access and use Cindy Montañez Park for the term and upon the terms and conditions set forth in this Agreement and for the purposes of cultural enrichment, community events, and general maintenance activities, as outlined in this AGREEMENT and the Original Agreement. LICENSEE does not acquire any right to the PARK independent of CITY's rights. CITY's action herein is not, and shall not be construed to be, a conveyance of a property interest or lease; it is a license to use CITY property as described in this Agreement. CITY shall have the right to enter upon the PARK for the duration

of this AGREEMENT, without notice to, or permission of, LICENSEE. The CITY shall also maintain control of the PARK, including, without limitation, the right to grant additional licenses for the use of the facilities in consultation with the LICENSEE.

2. USE OF PARK.

2.1 LICENSEE shall be authorized to access and use the PARK on dates and times agreed upon by both Parties ("Usage Times"), which shall be coordinated to avoid conflicts with CITY's scheduled use of the PARK.

2.2 LICENSEE agrees to conduct all of its activities during Usage Times with full regard for public safety, and to observe and abide by all applicable laws, regulations, and requests by CITY or any other governmental agency responsible for public safety. All activities must be listed in a Calendar of Events, which is attached and incorporated hereto as **Exhibit "1"**.

2.3 No portion of the PARK's sidewalks, ramps, entries, passageways, or driveways shall be obstructed or impeded by LICENSEE or its agents, employees, contractors, patrons, or invitees, or used by any of them for any purpose other than ingress or egress from the PARK's premises or during scheduled park maintenance activities. Access to public utilities, lighting fixtures, fire hydrants, and restrooms shall not be covered or obstructed at any time by LICENSEE or its agents, employees, contractors, patrons, or invitees.

2.4 Any conflict with LICENSEE regarding the use of the PARK shall be resolved by the CITY of San Fernando CITY Manager ("CITY Manager") in his or her sole discretion.

3. **TERM.** The License granted herein shall commence on the Effective Date and shall continue and expire one (1) year from the Effective Date ("Expiration Date"), subject to earlier termination as described below. This Agreement shall be reviewed by the CITY Council at the conclusion of the initial term for possible renewal for an additional one (1) year term. If the CITY Council does not renew this Agreement within thirty (30) days of the termination date of any term, this Agreement shall be deemed terminated.

4. TERMINATION

4.1 CITY and LICENSEE shall each have the right to terminate this Agreement upon forty-five (45) days' written notice to the other Party. Such notice of termination may be given at any time, with or without cause.

4.2 Condition on Termination.

4.2.1 Upon the expiration or earlier termination of the Term of the License, LICENSEE shall vacate the PARK, in good order and condition, in the same condition as received subject to ordinary wear and tear, and any alterations to the PARK made by LICENSEE pursuant to this Agreement, as required to comply with applicable laws or otherwise not required to be removed by CITY, "warehouse clean" and free of debris.

4.2.2 LICENSEE shall remove all of its personal property from the PARK.

4.2.3 LICENSEE acknowledges that occupation and use of the PARK must cease upon the expiration or earlier termination of this License.

4.2.4 The provisions of this Section shall survive the expiration or earlier termination of the Term of this License. If LICENSEE fails to fulfill its obligations under this Section, CITY shall have the right, in its sole discretion and without prejudice to any other remedy it may have under this Agreement or at law, or so much thereof as necessary, to satisfy LICENSEE's obligations under this Section at LICENSEE's sole cost and expense.

5. PARK MAINTENANCE

5.1 CITY'S Responsibility.

5.1.1 CITY shall at all times maintain the PARK in good order, condition, and repair during the term of the Agreement. CITY covenants and agrees that it shall be responsible for all repairs, alterations, replacements, or maintenance of all ordinary non-structural repairs necessary to keep the PARK in good order and condition.

5.1.2 CITY shall repair and maintain the structural portions of the PARK, including, without limitation, roofing and covering materials, foundations, exterior walls, major plumbing (i.e., underground plumbing), fire sprinkler systems (if any), and electrical systems installed or furnished by the CITY, unless such repairs and maintenance is required in whole or in part because of any negligent or wrongful act or omissions of LICENSEE, its agents, servants, employees or invitees, in which case LICENSEE shall pay to CITY the cost of such repairs and maintenance.

5.1.3 All repairs made by CITY shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in constructing the PARK.

5.2 LICENSEE'S Responsibility.

5.2.1 LICENSEE agrees to provide auxiliary support to the CITY for the general maintenance of PARK as part of its use of the PARK. This includes, but is not limited to, routine cleaning after events, trash collection, maintaining the water source, watering trees, weeding, brush removal, landscaping, irrigation, pruning trees, trail maintenance, care for native and drought-resistant plants, disposing of garbage, and removing tree trunks. CITY will retain primary responsibility for major maintenance and repairs.

5.2.2 LICENSEE agrees to provide CITY a written report on a monthly basis, providing data on maintenance activities performed, such as the removal of weeds, plants and trees installed or watered, and acreage treated during the duration of this Agreement.

6. GRANT WRITING FOR PARK, MAINTENANCE, ACTIVITIES AND CAPITAL IMPROVEMET PROJECTS

6.1 The Parties agree to collaborate on identifying and applying for grants that support the maintenance, activities, and capital improvement projects for PARK. This collaboration includes, but is not limited to, jointly developing grant proposals, sharing resources, and coordinating efforts to maximize funding opportunities that benefit both CITY and LICENSEE.

6.2 Any funds received through jointly written grants for PARK will be administered in a manner mutually agreed upon by the Parties. The allocation of grant funds will be determined based on the specific needs and contributions of each Party, as outlined in grant applications and subsequent agreements.

6.3 The Parties agree to provide regular updates to each other regarding the status of grant applications, funds received, and the implementation of funded projects related to the PARK. Each Party will be responsible for the accurate and timely reporting of their respective activities under the terms of any grants received.

7. REMEDIES. In the event that LICENSEE fails to comply with any obligation hereunder, CITY shall give a three (3) day notice to LICENSEE of such noncompliance and may give thirty (30) days' written notice of termination. If LICENSEE fails to remedy same within three days – or, if such noncompliance cannot be remedied within three days, if LICENSEE fails to commence a cure within this period and diligently thereafter pursue to completion – CITY shall have the right to terminate this Agreement on the date specified in the initial thirty (30) day notice. If LICENSEE fails to maintain the PARK in good condition, then CITY has the right, but not the obligation, to perform the necessary maintenance, and LICENSEE shall reimburse CITY for the reasonable costs incurred by the CITY. In addition to the other available rights and remedies, a Party may institute legal action to cure, correct or remedy any default of this Agreement.

8. NO RESPONSIBILITY.

8.1 It is understood and agreed that CITY has no obligation to safeguard or insure any property installed or maintained by LICENSEE at the PARK. All such obligations are solely those of the LICENSEE. LICENSEE will not look to CITY for any loss of, damage to, or destruction of such property, except where it is caused by the sole active negligence or willful misconduct of CITY or its agents or employees.

8.2 LICENSEE shall be responsible for any damages to persons or property which may arise out of LICENSEE's, or any of LICENSEE's agents, employees, independent contractors, or other person acting by, through, or on LICENSEE's behalf, use of the PARK, or any other act or omission. LICENSEE agrees to reimburse CITY for any and all costs incurred by CITY to repair or otherwise remedy any such damages.

9. ALTERATIONS.

9.1 LICENSEE shall not make or cause to be made any alterations, installations, improvements, additions or other physical changes in or about the PARK without obtaining the prior written approval of CITY with respect thereto, which approval may be withheld for any reason in CITY's sole discretion.

9.2 LICENSEE shall make no change or alteration to the exterior of the PARK without CITY's prior written approval, which approval may be withheld for any reason in CITY's sole discretion.

9.3 Any alterations, improvements, or additions shall at once become the property of CITY and shall be surrendered to the CITY upon termination of this Agreement; provided, however, that CITY may require LICENSEE to remove any such alterations, improvements, or additions, to restore the PARK to the condition existing at the time LICENSEE took possession of PARK. All costs of removal and/or alterations shall be borne by LICENSEE. This clause shall not apply to moveable equipment, furniture, or other personal property owned by LICENSEE.

9.4 Any alterations, improvements, or additions shall be made or performed at LICENSEE's sole cost and expense by a contractor or contractors acceptable to CITY and in good, workmanlike and lien free manner. It is specifically understood and agreed that CITY has no obligation and has made no promises to finance the requested alterations, improvements or additions, and is under no obligation to assist LICENSEE in obtaining any or all necessary permits, licenses, etc. for such alterations, improvements, or additions.

9.5 Should LICENSEE make any alterations, improvements, or additions without the prior written approval of CITY, CITY may, at any time during the Term of this Agreement, require that LICENSEE remove any or all of the same.

10. ASSUMPTION OF RISK. LICENSEE acknowledges and agrees that the CITY makes no representations or warranties, express or implied, as to the condition or suitability for LICENSEE's use of any portion of the PARK. LICENSEE has conducted all inspections of the property to its satisfaction and agrees to enter and use the PARK in its "as-is, with all faults" condition, with full acceptance of all conditions thereon. CITY shall have no obligation to maintain or otherwise prepare the PARK for use by LICENSEE. LICENSEE assumes the risk that certain conditions may exist on the PARK and hereby releases the CITY from all claims, actions, demands, rights, damages, costs or expenses that might arise out of or in connection with any condition of the PARK, including any dangerous condition of property. CITY and its agents and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to LICENSEE's personnel, equipment, or other personal property. By use of the PARK, LICENSEE assumes all risk of loss or damage to property and assumes all risk of personal injury.

11. ASSIGNMENT. LICENSEE is not permitted to assign this Agreement or any interest herein.

12. INDEMNIFICATION.

To the fullest extent permitted by law, LICENSEE shall immediately indemnify, defend, and hold harmless, with legal counsel of the CITY's choosing, the CITY, its directors, officials, officers, employees, volunteers, and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to this Agreement or LICENSEE's use of any part of the PARK, including without limitation the payment of all reasonable attorneys' fees and costs, including expert witness fees.

LICENSEE shall reimburse CITY, its directors, officials, officers, employees, volunteers, and agents for all legal expenses and costs incurred by each of them in connection with any Claims subject to indemnification by LICENSEE, or in enforcing the indemnity herein provided.

LICENSEE's indemnification obligations shall not be restricted by the amount of any insurance proceeds. The sole limitation on LICENSEE's indemnity obligation herein is for Claims found to be caused by the sole negligence or willful misconduct of the CITY. LICENSEE's indemnification obligation shall survive any revocation or termination of this Agreement.

It expressly understood and agreed that the foregoing provisions of this Section shall survive termination of this Agreement.

13. INSURANCE. Prior to the commencement of this Agreement, LICENSEE shall procure and maintain policies that meet the requirements and specifications set forth under this Article. LICENSEE shall procure and maintain the following insurance coverage at its own expense.

13.1 COMMERCIAL GENERAL LIABILITY INSURANCE. LICENSEE shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

13.2 WORKERS COMPENSATION INSURANCE / EMPLOYERS 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 LICENSEE 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 LICENSEE during the Term of this Agreement.

13.3 ADDITIONAL INSURED REQUIREMENTS. The CGL Coverage will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

13.4 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 Manager is authorized to authorize lower ratings than those set forth in this Section.

13.5 PRIMACY OF CONCESSIONAIRE'S INSURANCE. All policies of insurance provided by LICENSEE 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 LICENSEE's insurance and will not contribute with it.

13.6 **WAIVER OF SUBROGATION.** All insurance coverage provided pursuant to this Agreement will not prohibit LICENSEE or LICENSEE's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. LICENSEE hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

13.7 **VERIFICATION OF COVERAGE.** LICENSEE acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, LICENSEE warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.

All certificates of insurance and endorsements will be received and approved by CITY prior to the execution of this Agreement. Upon CITY's written request, LICENSEE will also provide CITY with certified copies of all required insurance policies and endorsements.

13.8 **FAILURE TO MAINTAIN COVERAGE.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance if it deems necessary and any premium paid by CITY will be promptly reimbursed by LICENSEE or CITY may cancel this Agreement effective upon notice.

14. **COMPLIANCE WITH LAW.** LICENSEE shall, at its sole cost and expense, comply with all of the requirements of all federal, state and local authorities and laws now in force, or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission by LICENSEE in any action or proceeding against LICENSEE, whether CITY be a party thereto or not, that LICENSEE has violated any such ordinance or statute shall be conclusive of that fact.

15. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or other term of this Agreement.

16. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid at:

<p><u>CITY:</u> CITY OF SAN FERNANDO Attn: Director of Recreation and Community Services 208 Park Avenue San Fernando, California 91430 (818) 898-7381</p>	<p><u>LICENSEE:</u> FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS Attn: Chief Administration Officer 1019 Second Street San Fernando, California 91340 Phone: (818) 837-0794</p>
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17. **INDEPENDENT CAPACITY OF LICENSEE.** LICENSEE, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of CITY.

18. **TITLE TO THE PARK.** LICENSEE agrees and affirms that it holds no easement, nor any title, interest or estate in any portion of the PARK. The use of any portion of the PARK by LICENSEE shall neither create nor vest in LICENSEE any ownership or leasehold interest in real property. Fee title to the entire PARK remains fully vested in the CITY.

19. **GOVERNING LAW.** This Agreement has been made in and shall be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

20. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, unimpaired by the holding.

21. **INDEPENDENT COUNSEL.** The parties acknowledge that they had the time and opportunity to seek independent legal counsel regarding this Agreement and that they enter into this Agreement on an intelligent and informed basis without any undue influence.

22. **CONSTRUCTION.** The language of each part of this Agreement shall be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

23. **AUTHORITY / MODIFICATION.** The Parties warrant and represent that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may only be modified by written agreement signed by both Parties.

24. **INTEGRATION.** This Agreement constitutes the complete and exclusive expression of all the terms and provisions of the agreement between the Parties. This Agreement supersedes any previous agreements or negotiations between the Parties, whether oral or written.

25. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

CITY OF SAN FERNANDO

FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

ATTEST

Date: _____

By: _____
Julia Fritz, City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works
Manuel Fabian, Civil Engineering Assistant II

Date: October 21, 2024

Subject: Discussion and Consideration Regarding the Exterior Painting of City Hall and Police Department

RECOMMENDATION:

It is recommended that the City Council make a color selection for the exterior painting of San Fernando City Hall and San Fernando Police Department buildings from the color schemes provided (Attachment "A").

BACKGROUND:

1. On September 6, 2022, the City Council adopted Resolution No. 8175 which appropriated \$4,200,000 in American Rescue Plan Act (ARPA) funding towards specified programs and projects, including \$100,000 for the City Hall Beautification (exterior painting) project.
2. On June 3, 2024, a Notice Inviting Bids for the exterior painting of City Hall was advertised on the City's website, local newspaper, and various trade publications.
3. On July 11, 2024, ten (10) bids were received and opened by the City Clerk.
4. In July 2024, staff reviewed the bids and determined US National Corp (USNC) dba Jimenez Painting Company as the lowest responsive bidder.
5. On August 5, 2024, the City Council awarded Contract No. 2279 to USNC dba Jimenez Painting Company in the amount of \$39,880 and authorized staff to increase the scope to include additional work not to exceed \$100,000.
6. On October 7, 2024, the City Council directed staff to return to the next meeting with additional paint renderings and future maintenance plans.

Discussion and Consideration Regarding the Exterior Painting of City Hall and Police Department

Page 2 of 2

ANALYSIS:

Enhancing and beautifying city facilities provides numerous benefits, improving not only the aesthetic appeal but also fostering a sense of community pride and engagement. Attractive, well-maintained public spaces create a welcoming environment that can spur economic development and enhance the quality of life for residents. Furthermore, investing in the upkeep of city facilities can extend the longevity of structures, reduce long-term maintenance costs by preventing damage, and promote a greater sense of safety and well-being among community members.

The City Hall Beautification Project includes minor wall repairs, pressure washing block walls, and applying wood stain to various surfaces. Importantly, City Hall will remain open to the public during the project to ensure continued access to services.

On August 5, 2024, the City Council approved a \$39,880 contract with USNC dba Jimenez Painting Company and authorized an expanded scope of work, not to exceed a total of \$100,000. With the additional funding, staff secured a quote to paint the exterior of the San Fernando Police Department and the interior lobby of City Hall. A change order for \$59,890 was executed on September 11, 2024, to cover this additional work.

At the October 7, 2024 City Council meeting, several color schemes for both City Hall and the Police Department buildings were presented. The Council directed staff to explore additional options, including a Spanish-style color palette, and to develop a comprehensive maintenance plan. The proposed Spanish-style color schemes are included as Attachment "A." Using darker colors along the top of the buildings may help reduce maintenance needs, as they can better conceal potential dirt and water stains, making them less visible compared to lighter shades. A detailed maintenance plan for the selected color scheme will be presented at a future Council meeting.

BUDGET IMPACT:

There is no budget impact for the selection of the colors. All expenses associated with this agreement have been previously authorized utilizing ARPA Funding.

CONCLUSION:

It is recommended that the City Council provide a color selection for the exterior painting of City Hall and the San Fernando Police Department.

ATTACHMENTS:

A. Color Schemes



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San Fernando Police Station

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



ORIGINAL PHOTO

Color Schemes For Your Consideration

DUNN-EDWARDS® Color Rendering Department



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Scheme

1

- 1** UPPER BODY- DE6135 Verona Beach
- 2** BOTTOM BODY - DE6135 Verona Beach
- 3** TILE - DET680 Espresso Macchiato
- 4** LETTERING - DET680 Espresso Macchiato
- 5** UTILITY DOOR - DET680 Espresso Macchiato
- 6** RAILINGS - DET680 Espresso Macchiato
- 7** SIGN BOX - DET680 Espresso Macchiato



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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Scheme

2

- 1** UPPER BODY- DEW383 Cool December
- 2** BOTTOM BODY - DE6375 Castlerock
- 3** TILE - DE6370 Charcoal Smudge
- 4** LETTERING - DE6370 Charcoal Smudge
- 5** UTILITY DOOR - DE6370 Charcoal Smudge
- 6** RAILINGS - DE6370 Charcoal Smudge
- 7** SIGN BOX - DE6370 Charcoal Smudge



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San Fernando Police Station

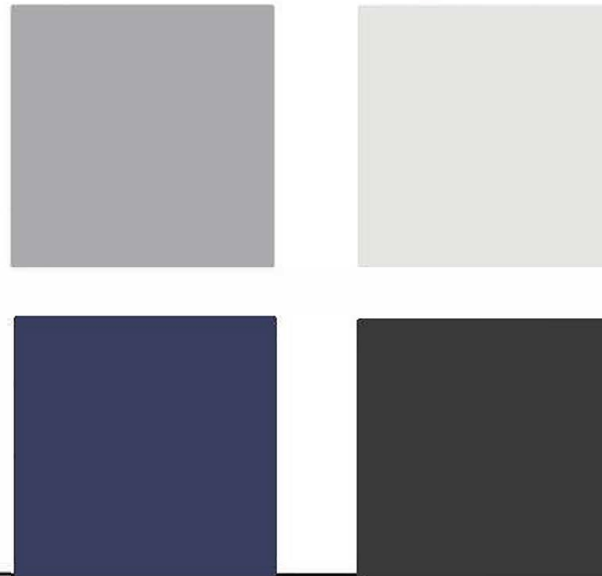
Yesenia Canas Property Sales Representative, 818-281-3116, yesenia.canas@dunneidwards.com



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



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Scheme

4

- 1** Upper Body - La Habra Stucco
- 2** Bottom Body - La Habra Stucco
- 3** Tile - DET680 Espresso Macchiato
- 4** Lettering - DET680 Espresso Macchiato
- 5** Utility Door - DET680 Espresso Macchiato
- 6** Railings - DET680 Espresso Macchiato
- 7** Sign Box - DET680 Espresso Macchiato



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ORIGINAL PHOTO

Color Schemes For Your Consideration

DUNN-EDWARDS® Color Rendering Department



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ORIGINAL PHOTO

Color Schemes For Your Consideration

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Scheme

1

- 1** Upper Body - DE6375 Castlerock
- 2** Bottom Body - DE6365 Cold Morning
- 3** Tile - DET576 Singing the Blues
- 4** Lettering - DET576 Singing the Blues
- 5** Accent - DE6375 Castlerock
- 6** Railings - DET576 Singing the Blues



1 5



2



3 4 6

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Scheme

1

- 1** Upper Body - DE6375 Castlerock
- 2** Bottom Body - DE6365 Cold Morning
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- 4** Lettering - DET576 Singing the Blues
- 5** Accent - DE6375 Castlerock
- 6** Railings - DET576 Singing the Blues



1 5



2



3 4 6

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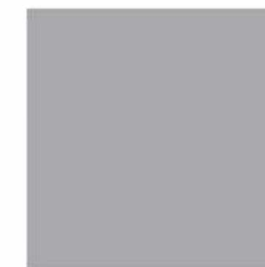
Scheme

2

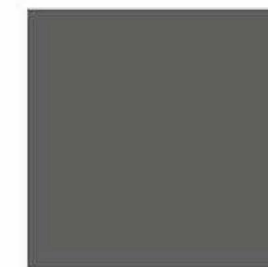
- 1** Upper Body - DEW383 Cool December
- 2** Bottom Body - DE6375 Castlerock
- 3** Tile - DE6370 Charcoal Smudge
- 4** Lettering - DE6370 Charcoal Smudge
- 5** Accent - DE6375 Castlerock
- 6** Railings - DE6370 Charcoal Smudge



1



2 5



3 4 6

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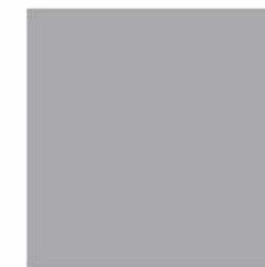
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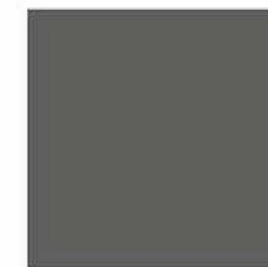
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- 4** Lettering - DE6370 Charcoal Smudge
- 5** Accent - DE6375 Castlerock
- 6** Railings - DE6370 Charcoal Smudge



1



2 5



3 4 6

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San Fernando City Hall

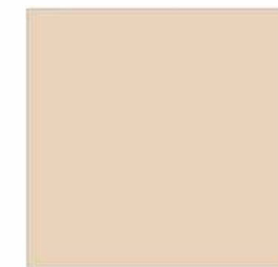
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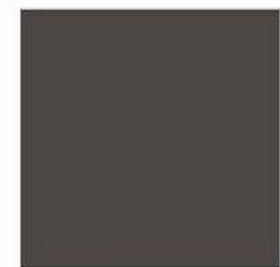
Scheme

3

- 1** Upper Body - DE6135 Verona Beach
- 2** Bottom Body - DE6135 Verona Beach
- 3** Tile - DET680 Espresso Macchiato
- 4** Lettering - DET680 Espresso Macchiato
- 5** Accent - DET680 Espresso Macchiato
- 6** Railings - DET680 Espresso Macchiato



1 2



3 4 5 6

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San Fernando City Hall

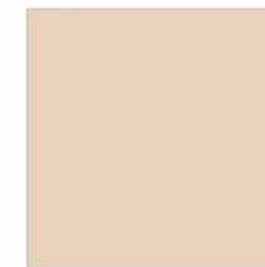
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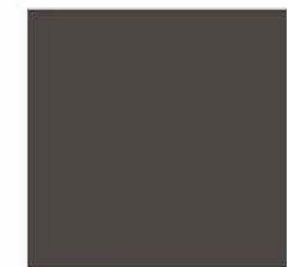
Scheme

3

- 1** Upper Body - DE6135 Verona Beach
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- 3** Tile - DET680 Espresso Macchiato
- 4** Lettering - DET680 Espresso Macchiato
- 5** Accent - DET680 Espresso Macchiato
- 6** Railings - DET680 Espresso Macchiato



1 2



3 4 5 6

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Scheme

4

- 1** Upper Body - DE6365 Cold Morning
- 2** Bottom Body - DE6365 Cold Morning
- 3** Tile - DET576 Singing the Blues
- 4** Lettering - DE6378 Jet
- 5** Accent - DE6375 Castlerock
- 6** Railings - DE6378 Jet



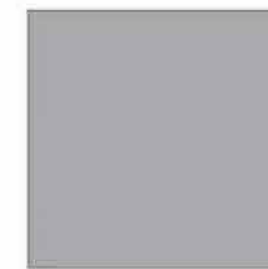
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5

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Scheme

4

- 1** Upper Body - DE6365 Cold Morning
- 2** Bottom Body - DE6365 Cold Morning
- 3** Tile - DET576 Singing the Blues
- 4** Lettering - DE6378 Jet
- 5** Accent - DE6375 Castlerock
- 6** Railings - DE6378 Jet



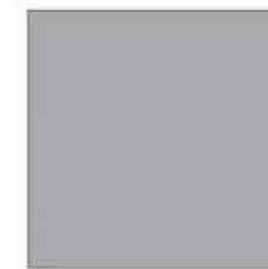
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4 6



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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.



perfect palette®

San Fernando City Hall

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



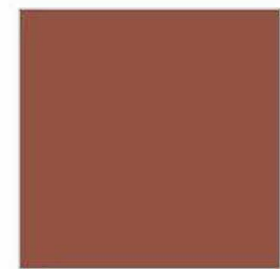
Scheme

5

- 1** Upper Body - La Habra Stucco
- 2** Bottom Body - La Habra Stucco
- 3** Tile - DET 450 Prairie Clay
- 4** Lettering - DET 450 Prairie Clay
- 5** Accent - La Habra Stucco
- 6** Railings - DET 450 Prairie Clay



1 2 5



3 4 6

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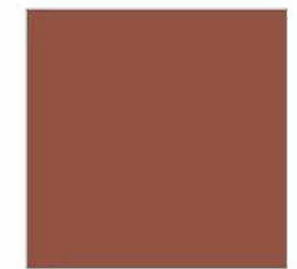
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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: October 21, 2024

Subject: Discussion and Consideration Regarding Creation of a Domestic Abuse Response Team (DART) to Respond to Needs in the Community

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 21, 2024 City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

A. Request to Agendize an Item for City Council Discussion/Consideration



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME Celeste Rodriguez	TITLE Mayor
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Creation of a Domestic Abuse Response Team (DART) to respond to the needs in our community.

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

ATTACHMENTS *Do you have any attachments to include?*
 Yes No

RECOMMENDATION *Indicate the direction you are recommending.*
 Discuss and provide direction to staff regarding the establishment of partnerships and pursuit of grants to support the city's response to domestic violence.