



# SAN FERNANDO

MAYOR/CHAIR SYLVIA BALLIN  
VICE MAYOR/VICE CHAIR MARY MENDOZA  
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ  
COUNCILMEMBER/BOARDMEMBER HECTOR A. PACHECO  
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

## CITY OF SAN FERNANDO

### CITY COUNCIL AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MAY 3, 2021 – 6:00 PM

#### TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER

#### **SPECIAL NOTICE REGARDING COVID-19**

*On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that the San Fernando City Council will participate in meetings telephonically.*

**PUBLIC PARTICIPATION:** Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. Comments submitted via YouTube will not be read into the record. Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment, may call **Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; and Passcode: 924965, between 6:00 p.m. and 6:15 p.m.** in the order received, and limited to three minutes. The call-in period may be extended by the Mayor.

THE REGULAR MEETINGS OF THE CITY OF SAN FERNANDO CITY COUNCIL ALSO SERVES AS CONCURRENT REGULAR MEETINGS OF THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY, AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERS ARE COMPOSED EXCLUSIVE OF THE MEMBERS OF THE CITY COUNCIL.

## SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – May 3, 2021

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### **PUBLIC PARTICIPATION OPTIONS TO HELP REDUCE THE SPREAD OF COVID-19**

#### **WATCH THE MEETING:**

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

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

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

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

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

#### **CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT 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.

**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.  
Note: This is audio only and no video.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – May 3, 2021**

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#### **CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin  
Vice Mayor Mary Mendoza  
Councilmember Cindy Montañez  
Councilmember Hector A. Pacheco  
Councilmember Celeste T. Rodriguez

#### **PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

#### **APPROVAL OF AGENDA**

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

#### **PRESENTATIONS**

- A) PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF MAY AS OLDER AMERICANS MONTH  
Julian J. Venegas, Director of Recreation and Community Services
- B) PRESENTATION OF A PROCLAMATION DECLARING THE WEEK OF MAY 2 – MAY 8, 2021 AS PROFESSIONAL MUNICIPAL CLERKS WEEK  
Julia Fritz, City Clerk

#### **DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the city in an orderly environment. Public members 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.





## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – May 3, 2021**

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#### **4) TRANSMITTAL OF THE CITY OF SAN FERNANDO FISCAL YEAR 2021-2022 PROPOSED BUDGET**

Recommend that the City Council receive a copy of the City of San Fernando Fiscal Year 2021-2022 Proposed Budget.

#### **ADMINISTRATIVE REPORTS**

#### **5) DISCUSSION AND PRESENTATION OF PROCEDURES FOR RECRUITING DEPARTMENT HEAD POSITIONS**

Recommend that the City Council:

- a. Review and discuss the procedures for recruiting vacant Department Head positions; and
- b. Provide direction to the City Manager, as appropriate.

#### **6) CONSIDERATION TO ACCEPT A DONATION OF A SECURITY CAMERA FROM THE GREATER VAN NUYS ROTARY CLUB TO BE INSTALLED AT RUDY ORTEGA SR. PARK**

Recommend that the City Council:

- a. Accept the donation of a security camera and the mounting equipment from the Greater Van Nuys Rotary Club valued at \$4,032.62;
- b. Authorize the Greater Van Nuys Rotary Club to fund installation of the camera at Rudy Ortega Sr. Park; and
- c. Authorize the Greater Van Nuys Rotary Club to host a dedication ceremony for a limited number of guests, per the Los Angeles Department of Public Health protocols.

#### **7) CONSIDERATION TO APPROVE AN ACCESS AGREEMENT WITH 1100 TRUMAN STREET LLC FOR ONE-WAY ACCESS INTO CITY-OWNED PARKING LOT NO. 5**

Recommend that the City Council:

- a. Approve an Access Agreement with 1100 Truman Street LLC (Contract No. 1984) for one-way access into the City-owned Parking Lot No. 5 from the adjacent parking lot; and
- b. Authorize the City Manager, or designee, to execute the Agreement and all related documents.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

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#### **8) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS**

Recommend that the City Council receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

#### **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 May 17, 2021.

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.

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Julia Fritz, CMC

City Clerk

Signed and Posted: April 29, 2021 (4:00 p.m.)

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at [www.sfcity.org](http://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 at least 48 hours prior to the meeting.*

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**Regular Meeting  
San Fernando City Council  
and Successor Agency to the  
San Fernando Redevelopment Agency**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**APRIL 19, 2021 – 5:00 P.M.  
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Balling called the special meeting to order at 5:01 p.m.

Present:

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

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

**APPROVAL OF AGENDA**

By consensus, the agenda was approved.

**PUBLIC STATEMENTS - WRITTEN/ORAL**      None

**RECESS TO CLOSED SESSION (5:02 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

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

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

**SAN FERNANDO CITY COUNCIL**  
**SPECIAL MEETING MINUTES – April 19, 2021**  
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B) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION  
PURSUANT TO G.C. §54957:

Title of Employee: City Manager

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

**ADJOURNMENT** The City Council adjourned the special meeting at 6:11 p.m. to the regular meeting of April 19, 2021. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 19, 2021, meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk





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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** J. Diego Ibañez, Director of Finance

**Date:** May 3, 2021

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

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 21-051 (Attachment "A") approving the Warrant Register.

### **BACKGROUND:**

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

The Director of Finance 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 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. 21-051

**RESOLUTION NO. 21-051**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT  
REGISTER NO. 21-051**

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

1. That the demands (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 3<sup>rd</sup> day of May, 2021.

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Sylvia Ballin, Mayor

**ATTEST:**

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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. 21-051 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 3<sup>rd</sup> day of May, 2021, 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 3<sup>rd</sup> day of May, 2021.

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Julia Fritz, City Clerk

# ATTACHMENT "A"

## RESO NO. 21-051

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### Voucher List CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222570	5/3/2021	891587 ABLE MAILING INC.	33690		MAILING LIST - WATER QUALITY REPO 070-381-0000-4430	130.01
					<b>Total :</b>	<b>130.01</b>
222571	5/3/2021	888356 ADVANCED AUTO REPAIR	1464	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	555.70
			1465	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	191.34
			1471	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	1,353.90
			1478	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	618.00
			1479	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	647.02
			1482	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	550.00
			1486	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0311-4400	1,603.00
				12284	041-320-0370-4400	500.00
				12284	041-320-0390-4400	257.64
			1487	12284	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0225-4400	304.72
					<b>Total :</b>	<b>6,581.32</b>
222572	5/3/2021	891969 ADVANCED PURE WATER SOLUTIONS	1042931		DRINKING WATER 001-222-0000-4300	98.55
					<b>Total :</b>	<b>98.55</b>
222573	5/3/2021	887377 AKEMON, DOLORES	APRIL 2021		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222574	5/3/2021	100188 ANDY GUMP INC.	INV806142	12271	PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260	330.34
			INV806143	12271	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	211.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222574	5/3/2021	100188 ANDY GUMP INC.	(Continued) INV806144	12271	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	330.49
					<b>Total :</b>	<b>872.11</b>
222575	5/3/2021	102530 AT & T	818-270-2203		PD NETWORK LINE-APR 2021 001-222-0000-4220	221.93
					<b>Total :</b>	<b>221.93</b>
222576	5/3/2021	892412 AT&T	287297930559X0410202		MDT MODEM-PD UNITS-APR 2021 001-222-0000-4220	537.39
					<b>Total :</b>	<b>537.39</b>
222577	5/3/2021	889037 AT&T MOBILITY	287277903027X0408202		MODEM FOR ELECTRIC MESSAGE BO, 001-310-0000-4220	101.19
					<b>Total :</b>	<b>101.19</b>
222578	5/3/2021	889942 ATHENS SERVICES	10189463	12248	CONTRACTUAL SERVICES FOR STREE 011-311-0000-4260	14,542.40
				12248	001-343-0000-4260	2,891.00
					<b>Total :</b>	<b>17,433.40</b>
222579	5/3/2021	100283 BADGER METER, INC.	1428027	12280	WATER METERS FOR 15-YR ANNUAL M 070-385-0700-4600	22,791.75
					070-385-0700-4600	131.32
					<b>Total :</b>	<b>22,923.07</b>
222580	5/3/2021	892426 BEARCOM	5177675	12235	APR-RADIO COMM SYST & WIRELESS 001-135-0000-4260	7,610.41
					<b>Total :</b>	<b>7,610.41</b>
222581	5/3/2021	891301 BERNARDEZ, RENATE Z.	577		INTERPRETATION SRVCS-CC MTG 04/1 001-101-0000-4270	150.00
			579		INTERPRETATION SRVCS-CC MTG 04/1 001-101-0000-4270	150.00
					<b>Total :</b>	<b>300.00</b>
222582	5/3/2021	888800 BUSINESS CARD	031621-1		PEN REFILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222582	5/3/2021	888800 BUSINESS CARD	(Continued)			
			032221		001-105-0000-4300 TV MOUNT	7.95
			032321		001-131-0000-4300 WELLNESS STICKERS	49.48
			032321		017-420-1395-4300 TEAM BUILDING LUNCHEON	21.90
			032321		001-105-0000-4270 CONFERENCE REGISTRATION	80.06
			032421		001-115-0000-4360 REPLACEMENT CHAIRS	125.00
			032521		006-190-0000-4300 RECRUITMENT ADVERTISING-COMM C	2,023.91
			032621		001-106-0000-4230 USB'S	337.50
			032921		001-222-0000-4300 TELEVISION	231.97
			033121		001-131-0000-4300 FINANCE CHARGES	256.80
			040121		001-190-0000-4435 RECRUITMENT ADVERTISING-COMM C	83.76
			040121		001-106-0000-4230 POSTS BOOTS	300.00
			040121		001-105-0000-4300 RECRUITMENT ADVERTISING-COMM C	27.55
			040221		001-106-0000-4230 CITY EMAIL-APR 2021	295.00
			040621		001-135-0000-4260 REGISTRATION-WEBINAR FORM 941	1,632.13
			040621		001-130-0000-4360 MEMBERSHIP RENEWAL	298.00
			040821-1		001-130-0000-4370 FITNESS EQUIPMENT	225.00
			040821-2		001-423-0000-4300 FITNESS EQUIPMENT	55.11
			040921		001-423-0000-4300 FITNESS EQUIPMENT	169.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222582	5/3/2021	888800 BUSINESS CARD	(Continued)			
			040921		001-423-0000-4300 LUNCH-MWD REP AFTER WATER TOUT	364.22
			040921-1		001-105-0000-4370 FITNESS EQUIPMENT	172.08
			040921-1		001-423-0000-4300 CHAIR RETURNED	91.50
			040921-2		006-190-0000-4300 FITNESS EQUIPMENT	-252.99
			040921-2		001-423-0000-4300 REPLACEMENT CHAIR	282.22
			040921-3		006-190-0000-4300 FITNESS EQUIPMENT	253.57
			040921-3		001-423-0000-4300 COVID-19 - CDBG-CV RESIDENTIAL FO	69.45
			040921-4	12360	026-422-0336-4300 FITNESS EQUIPMENT	756.35
			041221		001-423-0000-4300 UTILITY DOLLIES	66.03
			041221-1		001-423-0000-4300 FITNESS EQUIPMENT	396.83
			041221--MEMBERSHIP		001-423-0000-4300 ANNUAL PRIME MEMBERSHIP	49.16
			041521		001-190-0000-4380 PLASTIC SHEETS-CH SIGNAGE	131.20
			041621		001-105-0000-4300 MAGNETS FOR CH SIGNAGE	69.98
			041921		001-105-0000-4300 MONTHLY DOMAIN RENEWAL	17.63
					001-135-0000-4260	5.00
					<b>Total :</b>	<b>8,692.97</b>
222583	5/3/2021	888800 BUSINESS CARD	040121		LOCKER HANDLES	
			040521		001-222-0000-4300 SUPPLIES	182.31
			041921		001-222-0000-4300 COMPUTER SCREENS	359.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222583	5/3/2021	888800 BUSINESS CARD	(Continued)		001-222-0000-4300	456.72
					Total :	998.76
222584	5/3/2021	892464 CANON FINANCIAL SERVICES, INC	26553738	12241	CANON COPIER 001-135-0000-4260	651.40
					Total :	651.40
222585	5/3/2021	892465 CANON SOLUTIONS AMERICA, INC.	4035918248	12223	COPIER MONTHLY RATES & OVERAGE 001-135-0000-4260	1,113.20
			4035935014	12272	SRO PRINTER MAINTENANCE & COPIE 001-135-0000-4260	166.06
					Total :	1,279.26
222586	5/3/2021	100472 CCAC	9675		WORKSHOP REGISTRATION FEE 001-115-0000-4360	35.00
			9676		WORKSHOP REGISTRATION 001-115-0000-4360	35.00
					Total :	70.00
222587	5/3/2021	100731 CITY OF LOS ANGELES	74WP210000059	12374	FY 2020-21 O&M PORTION OF ASSSC 072-360-0629-4260	159,995.00
			74WP210000060	12371	FY 2020-2021 CAPITAL PORTION OF AS 072-365-0629-4600	109,612.00
					Total :	269,607.00
222588	5/3/2021	101957 CITY OF LOS ANGELES	38SF210000010		FIRE SERVICES-MAY 2021 001-500-0000-4260	231,924.33
					Total :	231,924.33
222589	5/3/2021	103029 CITY OF SAN FERNANDO	3447-3490		REIMBURSEMENT TO WORKERS COM 006-1038	18,069.58
					Total :	18,069.58
222590	5/3/2021	100747 COASTLINE EQUIPMENT	789719		VEHICLE MAINT-PW5213 041-320-0311-4400	144.92
					Total :	144.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222591	5/3/2021	893819 COSTA GUREVITCH	BS2101179		REFUND-DUPL PYMNT 001-3320-0000 055-3719-0154	201.76 1.50
					Total :	203.26
222592	5/3/2021	893775 CSG CONSULTANTS	35729	12399	FEB-CONTRACTED BUILDING INSPEC1 001-140-0000-4270	3,800.00
			36083	12399	MAR-CONTRACTED BUILDING INSPEC 001-140-0000-4270	9,120.00
					Total :	12,920.00
222593	5/3/2021	892472 DE NORA WATER TECHNOLOGIES	9200041845	12329	CONT...(3) OSG MATERIALS, CONTROL 070-384-0000-4260	741.35
					Total :	741.35
222594	5/3/2021	893765 DEBRA LACROIX, CONSULTANT	1002	12385	TEAM BUILDING CONSULTANT 001-105-0000-4370	1,500.00
					Total :	1,500.00
222595	5/3/2021	890090 DEPARTMENT OF INDUSTRIAL	E1788807MR		STATE ELEVATOR INSPECTION FEE 043-390-0000-4330	125.00
					Total :	125.00
222596	5/3/2021	889121 EDGESOFT, INC.	3209	12236	APR-ANNUAL MAINT. CONTRACT FOR 055-135-0000-4260	2,080.00
					Total :	2,080.00
222597	5/3/2021	893708 EMERGENCY PLANNING CONSULTANTS	2	12323	LOCAL HAZARD MITIGATION PLAN 110-310-3608-4270	13,125.00
				12323	001-190-3608-4270	4,375.00
					Total :	17,500.00
222598	5/3/2021	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER-POLICE 001-222-0000-4220	46.25
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	46.25
			209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	46.25

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222598	5/3/2021	892198 FRONTIER COMMUNICATIONS	(Continued) 818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220 001-190-0000-4220	113.47 56.73
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	57.82
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	45.50
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	30.03
			818-898-7385-033105		LP FAX LINE 001-420-0000-4220	34.25
					<b>Total :</b>	<b>476.55</b>
222599	5/3/2021	101376 GRAINGER, INC.	9862462034	12261	MISC. BUILDING AND ELECTRICAL SUF 043-390-0000-4300	129.47
					<b>Total :</b>	<b>129.47</b>
222600	5/3/2021	893395 HAYES, JASON BENJAMIN	APRIL 2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222601	5/3/2021	101512 HDL, COREN & CONE	SIN008405		CONTRACT SERVICES-PROP TAX APR 001-130-0000-4270	1,578.38
					<b>Total :</b>	<b>1,578.38</b>
222602	5/3/2021	893817 HERNANDEZ MOLINA, MARIO ALBERTO	FEB 2021	12404	MMAP INSTRUCTOR 108-424-3657-4260	345.00
			MAR 2021	12404	MMAP INSTRUCTOR 108-424-3657-4260	780.00
					<b>Total :</b>	<b>1,125.00</b>
222603	5/3/2021	890360 HERRERA, NINAMARIE JULIA	APRIL 2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222604	5/3/2021	893804 INDUSTRIAL SHOEWORKS	1100-1260765		SAFETY BOOTS	

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222604	5/3/2021	893804 INDUSTRIAL SHOEWORKS	(Continued)		072-360-0000-4310	100.00
					<b>Total :</b>	<b>100.00</b>
222605	5/3/2021	891570 INNOVATIVE TELECOM. SYSTEMS	2943		MOVING & PROGRAM PHONES AT PD 001-190-0000-4220	172.50
			2947		001-222-0000-4300 INSTALL & PROGRAM NEW PHONE-PD 001-190-0000-4220	196.65 125.00
					001-222-0000-4300	196.65
					<b>Total :</b>	<b>690.80</b>
222606	5/3/2021	887952 J. Z. LAWNMOWER SHOP	26325	12281	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	13.00
			26326	12281	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	88.14
					<b>Total :</b>	<b>101.14</b>
222607	5/3/2021	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-14	12145	RESERVOIR RECONSTRUCTION 010-385-0716-4600	23,343.22
					<b>Total :</b>	<b>23,343.22</b>
222608	5/3/2021	893549 KOA CORPORATION	JC06021-10	12202	CONSTRUCTION MGMT & INSPECTION 015-311-6673-4600	11,865.00
			JC06021-11	12202	CONSTRUCTION MGMT & INSPECTION 008-311-6673-4600	7,404.93
				12202	015-311-6673-4600	1,327.00
				12202	070-385-6673-4600	2,603.04
			JC06021-12	12202	CONSTRUCTION MGMT & INSPECTION 070-385-6673-4600	2,375.00
					<b>Total :</b>	<b>25,574.97</b>
222609	5/3/2021	102007 L.A. COUNTY SHERIFFS DEPT.	211951BL	12314	INMATE MEALS 001-225-0000-4350	518.20
					<b>Total :</b>	<b>518.20</b>
222610	5/3/2021	101971 L.A. MUNICIPAL SERVICES	494-750-1000		WATER - 12900 DRONFIELD	

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222610	5/3/2021	101971 L.A. MUNICIPAL SERVICES	(Continued)			
			500-750-1000		070-384-0000-4210 ELECTRIC-13655 FOOTHILL	75.44
			694-750-1000		070-384-0000-4210 WATER/ELECTRIC - 13180 DRONFIELD	176.98
			757-750-1000		070-384-0000-4210 WATER - 14060 SAYRE	5,763.86
					070-384-0000-4210	0.79
					<b>Total :</b>	<b>6,017.07</b>
222611	5/3/2021	101920 LIEBERT CASSIDY WHITMORE	1516329		LEGAL SERVICES	
			1516330		001-112-0000-4270 LEGAL SERVICES	232.00
			1516331		001-112-0000-4270 LEGAL SERVICES	1,363.00
			1516847		001-112-0000-4270 LEGAL SERVICES	29.00
					001-112-0000-4270	870.00
					<b>Total :</b>	<b>2,494.00</b>
222612	5/3/2021	101935 LOCAL GOVERNMENT COMMISSION	105320		CONSULTING SERVICES	
				12282	010-311-0628-4600	434.11
				12282	001-310-0628-4270	64.64
			105321		CONSULTING SERVICES	
				12282	010-311-0628-4600	2,484.99
				12282	001-310-0628-4270	370.01
					<b>Total :</b>	<b>3,353.75</b>
222613	5/3/2021	101974 LOS ANGELES COUNTY	MAR 2021		ANIMAL CARE & CONTROL SERVICES	
				12278	001-190-0000-4260	5,193.51
					<b>Total :</b>	<b>5,193.51</b>
222614	5/3/2021	102003 LOS ANGELES COUNTY	RE-PW-21041205394		INDUSTRIAL WASTE CHARGES	
				12331	072-360-0000-4450	2,609.75
					<b>Total :</b>	<b>2,609.75</b>
222615	5/3/2021	888468 MAJOR METROPOLITAN SECURITY	1101940		ALARM MONITORING AT ALL CITY FACI	

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222615	5/3/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1101941	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1101942	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1101943	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1101944	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1101945	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1101946	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1101947	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1101948	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1101949	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1101950	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1101951	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1101952	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1101953	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1101954	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
					<b>Total :</b>	<b>297.00</b>
222616	5/3/2021	888254 MCCALLA COMPANY	360059		GLOVES & WYPALLS FOR LIVESCAN M	
				12321	001-222-0000-4300	402.56
					<b>Total :</b>	<b>402.56</b>
222617	5/3/2021	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	

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222617	5/3/2021	888242 MCI COMM SERVICE	(Continued)		001-420-0000-4220	36.93
					<b>Total :</b>	<b>36.93</b>
222618	5/3/2021	102226 MISSION LINEN SUPPLY	514536312	12324	LAUNDRY SERVICE FOR PD	
			514549534	12324	001-225-0000-4350	113.41
			514561367	12324	LAUNDRY SERVICE FOR PD	
			514579888	12324	001-222-3689-4300	110.25
			514604426	12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	88.12
				12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	101.65
				12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	87.69
					<b>Total :</b>	<b>501.12</b>
222619	5/3/2021	893343 MOHR, NICOLE	APRIL 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222620	5/3/2021	892353 MOORE IACOFANO, GOLTSMAN, INC.	0068805	12400	DESIGN FOR LAYNE PARK REVITALIZA	
					010-420-3669-4600	355.00
					<b>Total :</b>	<b>355.00</b>
222621	5/3/2021	102287 MUNICIPAL CODE CORPORATION	00356239		ONLINE HOSTING 04/01/21-03/31/22	
					001-115-0000-4260	900.00
					<b>Total :</b>	<b>900.00</b>
222622	5/3/2021	102325 NAPA AUTO PARTS	33121		LATE SERVICE FEE	
			5478-057193		070-383-0000-4310	0.36
					VEHICLE MAINT-PD4995	
					041-320-0225-4400	88.19
					<b>Total :</b>	<b>88.55</b>
222623	5/3/2021	887422 NORTHERN SAFETY CO., INC.	904370093	12361	COVID-19 CDBG-CV RESIDENTIAL FOC	
					026-422-0336-4300	1,191.97
					<b>Total :</b>	<b>1,191.97</b>

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222624	5/3/2021	102403 NOW IMAGE PRINTING	2020132		PREPRINTED FORMS AND ENVELOPE:	
			2020136	12354	001-130-0000-4300	384.45
				12354	PREPRINTED FORMS AND ENVELOPE:	
				12354	070-382-0000-4300	365.55
				12354	072-360-0000-4300	365.55
				12354	070-382-0000-4300	405.10
				12354	072-360-0000-4300	405.10
					<b>Total :</b>	<b>1,925.75</b>
222625	5/3/2021	102423 OCCU-MED, INC.	421901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	453.00
					<b>Total :</b>	<b>453.00</b>
222626	5/3/2021	102432 OFFICE DEPOT	165451720001		OFFICE SUPPLIES	
			165466103001		041-320-0000-4300	63.54
			165466105001		OFFICE SUPPLIES	
			168325140001		070-383-0000-4300	18.69
			168326912001		OFFICE SUPPLIES	
			2480669425		070-381-0000-4300	20.23
					OFFICE SUPPLIES	
					001-130-0000-4300	6.04
					OFFICE SUPPLIES	
					001-130-0000-4300	4.07
					OFFICE SUPPLIES	
					001-105-0000-4300	37.84
					<b>Total :</b>	<b>150.41</b>
222627	5/3/2021	892572 OLIVAREZ MADRUGA	14092		LEGAL SERVICES	
			14093		001-110-0000-4270	1,596.18
			14094		LEGAL SERVICES	
					001-110-0000-4270	21.00
					LEGAL SERVICES	
					001-110-0000-4270	9,199.40
					<b>Total :</b>	<b>10,816.58</b>
222628	5/3/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-410667	12252	VEHICLE SERVICE, MAINTENANCE & F	
					041-320-0225-4400	171.24

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222628	5/3/2021	890095 890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			Total : 171.24
222629	5/3/2021	893115 P.E.R.S. CITY RETIREMENT	100000016387096		REPLACEMENT BENEFIT PLAN-R GOD 018-101-0000-4450	257.49 Total : 257.49
222630	5/3/2021	892360 PARKING COMPANY OF AMERICA	INVM0015750	12291	PUBLIC TRANSPORTATION SERVICES- 007-440-0442-4260	50,286.55 Total : 50,286.55
222631	5/3/2021	890994 PONCE, JOE	APRIL 2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
222632	5/3/2021	102688 PROFESSIONAL PRINTING CENTERS	18609 18642	12308	PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300 TREASURER'S RECEIPTS 001-131-0000-4300	526.90 153.25 Total : 680.15
222633	5/3/2021	890536 PRUDENTIAL OVERALL SUPPLY	171019043	12226 12226 12226 12226 12226 12226 12226	FY20-21 PUBLIC WORKS UNIFORM PUI 001-310-0000-4310 001-311-0000-4310 001-370-0000-4310 041-320-0000-4310 072-360-0000-4310 070-383-0000-4310 070-384-0000-4310	300.00 275.33 384.00 375.00 2,444.00 1,440.00 121.78 Total : 5,340.11
222634	5/3/2021	893771 PTI PAVEMENT REPAIR PRODUCTS	25189	12391	STREET ROADWAY ASPHALT REPAIR M 001-311-0301-4300	1,853.79 Total : 1,853.79
222635	5/3/2021	890004 PTS	2065296		PD PAY PHONE-MAY 2021 001-190-0000-4220	65.64 Total : 65.64

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222636	5/3/2021	888543 RAMIREZ, JESUS	04102021		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	4,904.17 Total : 4,904.17
222637	5/3/2021	888921 REGISTRAR-RECORDER/COUNTY CLER	21-2078		NOV. 03, 2020-PRESIDENTIAL GEN ELE 001-116-0000-4260	40,087.93 Total : 40,087.93
222638	5/3/2021	893143 RICHARDS, SANDRA MARIE	APRIL 2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
222639	5/3/2021	102855 RIO HONDO REGIONAL	S21-64-ZSFN		BASIC POLICE RECRUIT CLASS-MODS 001-222-0000-4360	2,462.50 Total : 2,462.50
222640	5/3/2021	103057 SAN FERNANDO VALLEY SUN	11068 11070 11081 11091		NIB-RFP HOMELESS PLAN SRV CONSL 001-115-0000-4230 PH NOTICE-FLOOD INSURANCE (FEM# 001-115-0000-4230 AD-COVID VACCINE POP-UP (ENG ANC 001-105-3689-4270 ORD NO. 1701 FIRST READING SUMM# 001-115-0000-4230	100.00 190.63 1,597.68 81.25 Total : 1,969.56
222641	5/3/2021	102967 SCOTT FAZEKAS & ASSOCIATES INC	21347 21386 21427	12407 12407 12407	PLAN CHECK CONSULTANT SERVICES 001-2698 PLAN CHECK CONSULTANT SERVICES 001-2698 PLAN CHECK CONSULTANT SERVICES 001-2698	1,723.54 2,511.05 7,156.68 Total : 11,391.27
222642	5/3/2021	103170 SIRCHIE FINGER PRINT	0491018-IN		FINGERPRINT PADS 001-222-0000-4300	211.40 Total : 211.40

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222643	5/3/2021	103184 SMART & FINAL	222		EMPLOYEE BREAK ROOM SUPPLIES 001-222-0000-4300	23.96
					<b>Total :</b>	<b>23.96</b>
222644	5/3/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675 2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210 ELECTRIC - VARIOUS LOCATIONS 027-344-0000-4210 029-335-0000-4210 043-390-0000-4210 070-384-0000-4210	93.37 1,557.86 7,245.76 16,971.55
			700136176526		ELECTRIC-MACLAY/SF (MALL METER) 030-341-0000-4210	56.65
			700224888278		ELECTRIC - 801 EIGHTH 043-390-0000-4210	18.24
			700301226571		ELECTRIC - 1117 2ND 043-390-0000-4210	16.38
			700360580265		ELECTRIC-910 FIRST 043-390-0000-4210	4,978.85
			700363532503		ELECTRIC-2025 4TH 043-390-0000-4210	121.64
			700577150347		ELECTRIC-190 PARK 027-344-0000-4210	712.32
					<b>Total :</b>	<b>41,103.82</b>
222645	5/3/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU:	501473	12315	DOJ LIVESCAN FINGERPRINTING 004-2386	1,721.00
					<b>Total :</b>	<b>1,721.00</b>
222646	5/3/2021	103090 SUSAN SAXE-CLIFFORD, PH.D.	21-0415-3	12309	PSYCHOLOGICAL EVALUATIONS 001-222-0000-4270	2,450.00
					<b>Total :</b>	<b>2,450.00</b>
222647	5/3/2021	890898 TETRA MECHANICAL SERVICE INC	1051-511	12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	285.00
			1051-656	12310	ROUTINE MAINT. AND EMERGENCY A/( 001-222-0000-4300	1,685.90

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222647	5/3/2021	890898 TETRA MECHANICAL SERVICE INC	(Continued) 1051-704	12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	885.50
					<b>Total :</b>	<b>2,856.40</b>
222648	5/3/2021	103205 THE GAS COMPANY	042-320-6900-7 084-220-3249-3 088-520-6400-8 090-620-6400-2 143-287-8131-6		GAS-910 FIRST 043-390-0000-4210 GAS-505 S HUNTINGTON 043-390-0000-4210 GAS-117 MACNEIL 043-390-0000-4210 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210	118.84 536.36 338.67 103.42 103.42 206.82 656.76
					<b>Total :</b>	<b>2,064.29</b>
222649	5/3/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1776835 2090635 4744065 6611311 7113913 7113914 7542369 7752809 7900482		TREE WATER BAGS-CITY WIDE TREES 001-311-0301-4300 TRAFFIC BOX MAINT 001-370-0301-4300 FENCE PARTS-FOOTHILL HOUSE 070-384-0000-4300 MISC SUPPLIES-MECHANICS 041-320-0000-4300 MAINT SUPPLIES 072-360-0301-4300 MAINT SUPPLIES 072-360-0301-4300 WIRELESS TOOL COMBO KIT 070-383-0000-4340 TABLES-PW OPS CTR 070-382-0000-4300 TABLES-PW OPS CTR 072-360-0301-4300	190.96 175.30 42.31 168.48 219.40 164.03 1,101.40 854.47 854.47

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222649	5/3/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)			043-390-0000-4300	854.47
					<b>Total :</b>	<b>4,625.29</b>
222650	5/3/2021	890817 THE WALKING MAN, INC.	F1765		DISTRIBUTION OF COVID-19 VACCINE	
					001-105-3689-4270	850.00
					<b>Total :</b>	<b>850.00</b>
222651	5/3/2021	103903 TIME WARNER CABLE	0010328040521		CABLE - 04/05/21-05/04/21	
			0010518032921		001-190-0000-4220	139.70
			0222204032921		REC PARK CABLE - 03/29-04/28	213.64
			0283057040521		001-420-0000-4260	129.95
					PW CABLE-03/29/200-04/28/21	217.67
					043-390-0000-4260	217.67
					LP PARK CABLE - 04/05-05/04	217.67
					001-420-0000-4260	217.67
					<b>Total :</b>	<b>700.96</b>
222652	5/3/2021	893353 TOLENTINO, CLARISA	APRIL 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222653	5/3/2021	893747 TOOLE DESIGN GROUP LLC	G0047_MAR02	12382	TRANSPORTATION PLANNING AND DE	
				12382	010-311-0628-4600	3,871.53
					001-310-0628-4270	576.47
					<b>Total :</b>	<b>4,448.00</b>
222654	5/3/2021	893504 TOWN HALL STREAMS, LLC	13057		PO 12295 - CITY COUNCIL/COMMISSIO	
					001-115-0000-4260	175.00
					<b>Total :</b>	<b>175.00</b>
222655	5/3/2021	890998 TRUJILLO, RODOLFO	APRIL 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222656	5/3/2021	103439 UPS	831954141		COURIER SERVICES	
					001-190-0000-4280	147.66

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04/28/2021

9:01:38AM

Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222656	5/3/2021	103439 103439 UPS	(Continued)			
					<b>Total :</b>	<b>147.66</b>
222657	5/3/2021	893740 UTILITY SYSTEMS SCIENCE &	SF_123020	12379	FEB-WASTEWATER FLOW MONITORIN	
					072-360-0000-4260	1,740.00
					<b>Total :</b>	<b>1,740.00</b>
222658	5/3/2021	893612 VALLARTA SUPER MARKETS	89660	12349	RESIDENTIAL FOOD DISTRIBUTION PR	
					026-422-0336-4300	5,854.98
					<b>Total :</b>	<b>5,854.98</b>
222659	5/3/2021	889644 VERIZON BUSINESS	8495463		CITY HALL LONG DISTANCE	
			8495464		001-190-0000-4220	55.73
			8495465		CITY YARD LONG DISTANCE	
			8495466		070-384-0000-4220	16.72
			8495467		CITY HALL LONG DISTANCE & INTRAL	
			8495468		001-190-0000-4220	27.87
			8496004		POLICE LONG DISTANCE	
			8496015		001-222-0000-4220	127.64
					CITY YARD LONG DISTANCE	
					070-384-0000-4220	11.15
					PARK LONG DISTANCE	
					001-420-0000-4220	16.99
					ENGINEERING LONG DISTANCE	
					001-310-0000-4220	5.58
					CITY HALL LINES	
					001-190-0000-4220	61.30
					<b>Total :</b>	<b>322.98</b>
222660	5/3/2021	100101 VERIZON WIRELESS-LA	9877288808		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	50.39
					001-101-0102-4220	50.39
					001-105-0000-4220	78.35
					001-101-0108-4220	41.11
					<b>Total :</b>	<b>220.24</b>
222661	5/3/2021	893762 WALL BROTHERS CONSTRUCTION INC	420	12392	DEMOLITION 13441 FOOTHILL	
					070-385-0806-4270	8,190.00

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Voucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222661	5/3/2021	893762 893762 WALL BROTHERS CONSTRUCTION INC	(Continued)			<b>Total : 8,190.00</b>
222662	5/3/2021	888390 WEST COAST ARBORISTS, INC.	171422	12246	ANNUAL TREE TRIMMING CONTRACT : 001-311-0000-4260	6,302.00 <b>Total : 6,302.00</b>
222663	5/3/2021	891531 WILLDAN ENGINEERING	00334350	12346	NPDES CONSULTANT SERVICES 023-311-0000-4270	3,731.75 <b>Total : 3,731.75</b>
222664	5/3/2021	892023 WINDSTREAM	73698575		PHONE SERVICE 04/18/21-05/17/21 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220 001-190-0000-4220	685.75 470.02 542.20 2,298.49 <b>Total : 3,996.46</b>
95 Vouchers for bank code : bank3						<b>Bank total : 925,548.48</b>
95 Vouchers in this report						<b>Total vouchers : 925,548.48</b>

Voucher Registers are not final until approved by Council.

## SPECIAL CHECKS

ATTACHMENT "A"  
RESO NO. 21-051vchlist  
04/16/2021 2:10:02PMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222062	3/4/2021	103648 CITY OF SAN FERNANDO	PR 03-05-21		REIMB FOR PAYROLL W/E 02-26-21	
					001-1003	398,161.80
					007-1003	328.59
					017-1003	36.74
					029-1003	2,057.15
					030-1003	1,249.41
					041-1003	7,359.74
					043-1003	23,938.31
					070-1003	35,684.35
					072-1003	16,712.67
					094-1003	172.94
					110-1003	1,920.83
					<b>Total :</b>	<b>487,622.53</b>
222180	3/11/2021	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - MARCH 2021	
					001-1160	10,338.26
					<b>Total :</b>	<b>10,338.26</b>
222181	3/11/2021	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - MARCH 2021	
					001-1160	176.22
					<b>Total :</b>	<b>176.22</b>
222182	3/11/2021	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - MARCH 2021	
					001-1160	2,326.67
					<b>Total :</b>	<b>2,326.67</b>
222183	3/11/2021	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - MARCH 2021	
					001-1160	3,668.70
					<b>Total :</b>	<b>3,668.70</b>
222185	3/17/2021	890600 COUNTY OF LOS ANGELES	TESTER 509		TESTER 509 (A. MENDEZ)-RENEWAL FI	
					070-384-0000-4360	340.00
					<b>Total :</b>	<b>340.00</b>
222186	3/18/2021	103648 CITY OF SAN FERNANDO	PR 3-19-21		REIMB FOR PAYROLL W/E 3-12-21	
					001-1003	422,930.88

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04/16/2021 2:10:02PMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222186	3/18/2021	103648 CITY OF SAN FERNANDO	(Continued)			
					007-1003	323.61
					017-1003	3.09
					029-1003	2,034.37
					030-1003	1,134.87
					041-1003	7,359.71
					043-1003	23,342.24
					070-1003	32,888.25
					072-1003	16,169.39
					094-1003	172.94
					110-1003	1,536.27
					<b>Total :</b>	<b>507,895.62</b>
7 Vouchers for bank code : bank3						<b>Bank total : 1,012,368.00</b>
7 Vouchers in this report						<b>Total vouchers : 1,012,368.00</b>

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

ATTACHMENT "A"

RESO NO. 21-051

vchlist

Voucher List

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04/19/2021

4:48:47PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222567	4/12/2021	893115 P.E.R.S. CITY RETIREMENT	100000016332301		EMPL CONTRIB VARIANCE-02/27-03/12	
					018-222-0000-4124	214.05
					018-224-0000-4124	160.54
					018-225-0000-4124	2,301.04
					Total :	2,675.63
1 Vouchers for bank code :		bank3			Bank total :	2,675.63
1 Vouchers in this report					Total vouchers :	2,675.63

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECKS

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04/21/2021

2:29:32PM

Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222568	4/21/2021	891825 UNITED STATES TREASURY	JAN-MAR 2021		EXCISE TAX QRTL PYMNT-03/31/21 074-320-0000-4457	2,242.04
Total :						2,242.04
1 Vouchers for bank code : bank3						Bank total : 2,242.04
1 Vouchers in this report						Total vouchers : 2,242.04

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECKS****ATTACHMENT "A"**  
**RESO NO. 21-051**

vchlist

04/27/2021

4:25:39PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222569	4/26/2021	893115 P.E.R.S. CITY RETIREMENT	100000016332331		EMPL CONTRIB VARIANCE-03/13-03/26	
					018-222-0000-4124	161.48
					018-224-0000-4124	121.11
					018-225-0000-4124	1,735.96
					<b>Total :</b>	<b>2,018.55</b>
					<b>Bank total :</b>	<b>2,018.55</b>
					<b>Total vouchers :</b>	<b>2,018.55</b>

1 Vouchers for bank code : bank3

1 Vouchers in this report

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Anthony Vairo, Police Chief  
Nichole Hanchett, Police Lieutenant

**Date:** May 3, 2021

**Subject:** Consideration to Approve a Subaward Agreement with the City of Los Angeles for the 2020 Urban Area Security Initiative Grant Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Subaward Agreement (Attachment "A" - Contract No. 1985) between the City of Los Angeles and the City of San Fernando (City) for the 2020 Urban Area Security Initiative (UASI) Grant Program;
- b. Authorize the City Manager and the Chief of Police to execute the agreement; and
- c. Adopt Resolution No. 8064 (Attachment "B") amending the Fiscal Year (FY) 2020-2021 Budget to appropriate the grant expenditures and revenues for the UASI 20 Grant in the amount of \$98,334.00.

### BACKGROUND:

1. The UASI grant program was first authorized by Congress in 2003 to help large urban areas enhance their capacity to prepare for, prevent, respond to, and recover from acts of terrorism. Funds may be used by jurisdictions for assessments and development of security strategies, equipment, training, and exercises to prepare for natural, technological, and human-caused disasters including terrorism.
2. On April 16, 2021, the City of Los Angeles provided the Subaward Agreement authorizing \$98,334.00 for the purchase of automatic license plate readers and personal protective equipment (Attachment "A" - Contract No. 1985).

**Consideration to Approve a Subaward Agreement with the City of Los Angeles For the 2020 Urban Area Security Initiative Grant Program**

Page 2 of 2

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**ANALYSIS:**

In order to optimize the opportunity for funding, the San Fernando Police Department participates in the UASI grant program through a partnership with the Los Angeles County Police Chiefs Association (LACPCA) that submits requests for projects and funding as a whole. Projects are limited in scope depending upon guidelines set forth by the Department of Homeland Security (DHS).

Automated license plate readers provide invaluable intelligence that can be shared across the region to assist in a myriad of investigations and law enforcement activities. Personal protective equipment including ballistic helmets, face shields, helmet padding and helmet mounted cameras, will equip officers in the field so they are best prepared to handle any type emergency.

**BUDGET IMPACT:**

This is a reimbursement grant process, where the City purchases the items and submits for reimbursement, which is 100% funded by the grant. Adoption of attached Resolution is necessary to amend the FY 2020-2021 adopted budget to appropriate the grant expenditures and revenues (Expenditure account #110-220-3662-4500 and Revenue account #110-3696-3662) for the UASI 20 Grant.

**CONCLUSION:**

Staff recommends that the City Council approve the Subaward Agreement between the City of Los Angeles and the City of San Fernando for the UASI 20 grant program in the amount of \$98,334.00 and approve the attached Resolution amending FY 2020-2021 Adopted Budget to appropriate Fund Revenues and Expenses.

**ATTACHMENTS:**

- A. Contract No. 1985
- B. Resolution No. 8064





**SUBAWARD AGREEMENT**

Subrecipient: City of San Fernando

Title: FY 2020 Urban Area Security Initiative (UASI) Grant Program

City Contract Number \_\_\_\_\_

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EXHIBITS

Exhibit A	DHS Standard Conditions
Exhibit B	2020 Standard Assurances for all Cal OES Federal Grant Programs
Exhibit C	Financial Management Forms Workbook
Exhibit D	Modification Request and Reimbursement Request Forms
Exhibit E	CalOES Forms
Exhibit F	Grants Management Assessment Form

AGREEMENT NUMBER NO 1985 OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE CITY OF SAN FERNANDO

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of San Fernando ("San Fernando"), (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

**I. GENERAL INFORMATION**

**§1.1 Federal Award Information**

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2020 Urban Area Security Initiative Grant Program, FAIN # EMW-2020-SS-00032, CFDA #97.067, Federal Award Date October 23, 2020. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$56,236,000.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

**§1.2 Subaward Information and Period of Performance**

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$98,334.00**

Subaward Period of Performance ("Term"): **September 1, 2020  
to May 31, 2023**

Match Requirement: **None**

Subrecipient Identifier: **868471335**

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

### §1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: <a href="mailto:jeff.gorell@lacity.org">jeff.gorell@lacity.org</a>

Party:	City of San Fernando
Authorized Representative:	Nichole Hanchett, Lieutenant
Authorized Department:	San Fernando Police Department
Address, Phone, Fax, E-mail:	910 1st Street San Fernando, California 91340 Phone: (818) 898-1258 Email: <a href="mailto:nhanchett@sfcity.org">nhanchett@sfcity.org</a>

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

### §1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 20-1156) 3/24/21)

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- c. That the official executing this Agreement is authorized to do so.

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## II. SUBAWARD TERMS AND CONDITIONS

### §2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2020 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2020 DHS Standard Terms and Conditions ("DHS Standard Conditions") (Exhibit A), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2020 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2020 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (Exhibit B), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward (Exhibit C).

### §2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as Exhibit C. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as Exhibit D), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit E, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation (“EHP”) request form, and (5) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES **prior** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.
- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.
- F. Any “equipment” (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and



Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit D) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

### §2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and
  4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons

due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual*

*Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 20 Subaward:
  - 1. Subaward funding is subject to restricted drawdown for the duration of the Term;
  - 2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting

- overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
  4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

#### §2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City’s bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (Exhibit G) to evaluate risk and determine grant funding eligibility.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations



governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and

performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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### III. STANDARD PROVISIONS

#### §3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

#### §3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

#### §3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

#### §3.4 Integrated Agreement

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

### §3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

### §3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

### §3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

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

### §3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

### §3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

### §3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

### §3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the

Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	<p>For: CITY OF SAN FERNANDO</p> <p>By _____</p> <p>Date _____</p> <p>[SEAL]</p>
<p>APPROVED AS TO FORM:</p> <p>By _____ [Attorney]</p> <p>Date _____</p>	<p>[SEAL]</p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	

City Business License Number: \_\_\_\_\_

Internal Revenue Service ID Number: \_\_\_\_\_

Council File/OARS File Number: C.F. #20-1156; Date of Approval: 3/24/21

City Contract Number: \_\_\_\_\_



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**EXHIBIT A**

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# 2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

## **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

## **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

# 2020 DHS Standard Terms and Conditions

[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

## VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

## XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

## XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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## **XIV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

## **XV. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

## **XVI. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

## **XVII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

## **XVIII. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

## **XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **XX. Lobbying Prohibitions**

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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## **XXI. National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **XXIII. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **XXIV. Notice of Funding Opportunity Requirements**

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **XXV. Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **XXVI. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **XXVII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.



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## XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

### 1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

### 2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

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## 4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
  - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## XXIX. Reporting Subawards and Executive Compensation

### 1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
  - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
  - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.



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- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrcs.gov>.

## 2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
  - 1) The total federal funding authorized to date under this award is \$25,000 or more;
  - 2) In the preceding fiscal year, recipients received—
    - a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. 170.320](#) (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
    - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
  - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
  - 2) By the end of the month following the month in which this award is made, and annually thereafter.

## 3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
  - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
    - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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- b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
  - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- 1) To the recipient.
  - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

#### 4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
  - 1) A governmental organization, which is a state, local government, or Indian tribe.
  - 2) A foreign public entity.
  - 3) A domestic or foreign nonprofit organization.
  - 4) A domestic or foreign for-profit organization.
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

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- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
- 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) *Salary and bonus*.
  - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
  - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
  - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### XXX. **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### XXXI. **Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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## XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

### 1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
  - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.
  - 2) Procure a commercial sex act during the period that the award is in effect.
  - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
  - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
    - a) Associated with performance under this award; or
    - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

### 2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
  - 1) Associated with performance under this award; or
  - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

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## 3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
  - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

## 4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
  - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
  - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
  - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

## XXXIII. Universal Identifier and System of Award Management

### 1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or

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another award term.

## 2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

## 3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
  - 1) A governmental organization, which is a state, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

# 2020 DHS Standard Terms and Conditions

**XXXIV. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

**XXXV. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXVI. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

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**EXHIBIT B**

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## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

### Federal Regulations

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

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

### 1. Proof of Authority

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

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



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

### 2. Period of Performance

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

### 3. Lobbying and Political Activities

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

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



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

#### 4. Debarment and Suspension

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

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

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

#### 5. Non-Discrimination and Equal Employment Opportunity

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



## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

### 6. Drug-Free Workplace

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

### 7. Environmental Standards

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

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





## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 8. Audits

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

### 9. Access to Records

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

### 10. Conflict of Interest

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

### 11. Financial Management

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

### 12. Reporting - Accountability

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

### 13. Whistleblower Protections

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



## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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#### 14. Human Trafficking

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

#### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

#### 16. Worker's Compensation

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

#### 17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;





## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### 18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

#### 19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

### HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

### 21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### 22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### 23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

### 24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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#### 25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### 26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### 27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### 28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### 29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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#### 30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### 31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### 32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### 33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### 34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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#### 35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### 36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](#), hereby incorporated by reference, which can be found at:  
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: Los Angeles / Long Beach UASI

Signature of Authorized Agent: *Gabriela Jasso*  
Gabriela Jasso (Jan 13, 2021 15:53 PST)

Printed Name of Authorized Agent: Gabriela V. Jasso

Title: Director of Grants and Finance Date: 01/12/21

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**EXHIBIT C**

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National Priority	Line #				Project Information										
	Project Letter	Item #	Sub- Line #	Mayor's Office ID #	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
														\$56,236,000.00	\$56,236,000.00
	B	3	20	5	IJ-2	San Fernando	Police Department	Regional ALPR	UASI	LE	Equipment	CBRNE Search and Rescue Equipment	N/A	\$ 73,754.00	
	P	31	251	47	IJ-4	San Fernando	Police Department	Ballistic PPE	UASI	LE	Equipment	Personal Protective Equipment	N/A	\$ 24,580.00	



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**EXHIBIT D**

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## LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.



### REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
						UASI 20
<i>Grant Specialist to complete</i>		<b>Summary and reason for modification request:</b>		<b>Are the modified ledgers attached electronically?</b>		<b>Will the project require approvals?</b>
Contract Amount	\$ -			<i>Equipment Ledger</i>		<i>EHP</i>
Revised Amount	\$ -			<i>Training Ledger</i>		<i>Sole Source</i>
Amendment Y/N?				<i>Organization Ledger</i>		<i>EOC</i>
25% Increase	\$ -			<i>Planning Ledger</i>		<i>Watercraft</i>
Council/14.8 Y/N?				<i>Exercise Ledger</i>		<i>Aircraft</i>

### Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
<b>Total:</b>											<b>\$ -</b>			

### Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
<b>Total:</b>											<b>\$ -</b>			

### MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes
FMU Verification-- Name	Date Reviewed	Modification #	Notes	

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**EXHIBIT E**

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**California Governor's Office of Emergency Services****AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST**

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

Homeland Security Grant Program FY\_\_\_\_\_ Grant Number\_\_\_\_\_ Cal OES ID#\_\_\_\_\_

Urban Area Security Initiative (UASI) FY\_\_\_\_\_ Grant Number\_\_\_\_\_ Cal OES ID#\_\_\_\_\_

Other Program FY\_\_\_\_\_ Grant Number\_\_\_\_\_ Cal OES ID#\_\_\_\_\_

Project Amount: UASI \$\_\_\_\_\_ SHSP \$\_\_\_\_\_

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft _____	Aviation Related Equipment _____
----------------	----------------------------------

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.
5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.
7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.
8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.
9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

**California Governor's Office of Emergency Services****WATERCRAFT REQUEST**

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

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Project Amount: UASI \$ \_\_\_\_\_ SHSP \$ \_\_\_\_\_

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____      Watercraft- Related Equipment _____
---

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

**California Governor's Office of Emergency Services****WATERCRAFT REQUEST**

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

**California Governor's Office of Emergency Services****ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST**

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

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC \_\_\_\_\_

Alternate/Back-up/Duplicate EOC \_\_\_\_\_

2. Physical address of facility:

\_\_\_\_\_

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

\_\_\_\_\_

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

6.

<b>Supplies/Equipment</b>	<b>AEL #</b>	<b>Cost</b>
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		



Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs <sup>2</sup> (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
<b>TOTAL - EOC Supplies and Equipment</b>		

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: \_\_\_\_\_

(Name)

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

(Signature)

## DEPARTMENT OF HOMELAND SECURITY

## Federal Emergency Management Agency

## ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115

Expiration: 4/30/2020

**Paperwork Burden Disclosure Notice**

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

**PRIVACY NOTICE**

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

**Directions for completing this form:** This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process.*** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<https://www.fema.gov/media-library/assets/documents/90195>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to [GPDEHPInfo@dhs.gov](mailto:GPDEHPInfo@dhs.gov). Please use the subject line: ***EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).***

**SECTION A. PROJECT INFORMATION**

DHS Grant Award Number: \_\_\_\_\_

Grant Program: \_\_\_\_\_

Grantee: \_\_\_\_\_

Grantee POC: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Sub-Grantee: \_\_\_\_\_

Sub-Grantee POC: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Estimated cost of project: \_\_\_\_\_

Project title: \_\_\_\_\_

Project location (physical address or latitude-longitude): \_\_\_\_\_

**Project Description.** Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

**SECTION B. PROJECT TYPE**

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

**SECTION C. PROJECT TYPE DETAILS**

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
  - a. Specify the equipment, and the quantity of each: \_\_\_\_\_
  - b. Provide the Authorized Equipment List (AEL) number(s) (if known): \_\_\_\_\_
  - c. Complete Section D.
2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
  - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): \_\_\_\_\_
  - b. Provide the location of the training (physical address or latitude-longitude): \_\_\_\_\_
  - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No
    - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): \_\_\_\_\_
    - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): \_\_\_\_\_
    - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? \_\_\_\_\_
    - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: \_\_\_\_\_
    - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): \_\_\_\_\_
  - d. Would any equipment or structures need to be installed to facilitate training? \_\_\_\_\_
  - If yes, complete Section D
3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.**

4. ☐ **Generator installation.**

- a. Provide capacity of the generator (kW): \_\_\_\_\_
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): \_\_\_\_\_
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): \_\_\_\_\_
- d. Complete Section D.

5. ☐ **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): \_\_\_\_\_
- b. Provide technical drawings or site plans of the proposed project: ☐ Attached
- c. Complete Section D.

6. ☐ **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): \_\_\_\_\_
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: \_\_\_\_\_

**Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.**

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: \_\_\_\_\_
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: \_\_\_\_\_
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: \_\_\_\_\_
- e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires
- If guy wires are required, state number of bands and the number of wires per band: \_\_\_\_\_
- Explain why a guyed tower is needed to meet the requirements of this project: \_\_\_\_\_
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? \_\_\_\_\_
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): \_\_\_\_\_
- h. Describe the frequency and seasonality of fog/low cloud cover: \_\_\_\_\_

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:

\_\_\_\_\_

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site?

☐ Yes ☐ No

• Describe how presence/absence of bird roosts or rookeries was determined:

\_\_\_\_\_

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:

\_\_\_\_\_

l. Distance to nearest existing telecommunication tower:

\_\_\_\_\_

m. Have measures been incorporated for minimizing impacts to migratory birds?

☐ Yes ☐ No

• If yes, Describe:

\_\_\_\_\_

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower?

☐ Yes ☐ No

• If yes, provide Registration #:

\_\_\_\_\_

• If no, why?

\_\_\_\_\_

o. Has the FCCE106 process been completed?

☐ Yes ☐ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed?

☐ Yes ☐ No

• If yes, Describe:

\_\_\_\_\_

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)?

☐ Yes ☐ No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:

\_\_\_\_\_

r. Complete Section D.

7. ☐ **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description:

\_\_\_\_\_

b. Complete Section D.

**SECTION D. PROJECT DETAILS**

Complete all of the information requested below.

1. ☐ **Project Installation**

- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

- b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):

- c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If no, describe power source and detail its installation at the site:

2. ☐ **Age of structure/building at project site**

- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area?

☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/>

☐ Yes ☐ No

- If yes, identify the name of the historic property, site and/or district and the National Register document number:



3. ☐ **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: ☐ Required
  - Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
  - Labeled, color aerial photographs of the project site: ☐ Required
  - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
  - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): ☐ Attached
- b. Are there technical drawings or site plans available? ☐ Yes ☐ No
- If yes, attach: ☐ Attached

**Appendix A has guidance on preparing photographs for EHP review**4. ☐ **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- c. Was a NEPA document prepared for this project? ☐ Yes ☐ No
- If yes, what was the decision? (Check one, and please attach):
    - ☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
    - ☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: \_\_\_\_\_

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

## Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

### Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

### Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)<sup>1</sup> or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

### Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.<sup>1</sup> Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

## Appendix A. Supporting Photographs for EHP Grant Submissions

## Example Photographs

**Aerial Photographs.** The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

**Ground-level photographs.** The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

## Appendix A. Supporting Photographs for EHP Grant Submissions

**Ground-level photograph with equipment close-up.** Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,<sup>1</sup> this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

New CCTV  
Camera



Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

**Ground-level photograph with excavation area close-up.** The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

Trenching from  
generator to  
building's  
electrical service:  
22 ft x 18 in x 6  
in.

Generator Pad,  
4 ft x 10 ft x 8 in



Figure 4. Ground-level photograph showing proposed ground disturbance area.



## Appendix A. Supporting Photographs for EHP Grant Submissions

**Communications equipment photographs.** The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.



Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

**Interior equipment photographs.** The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

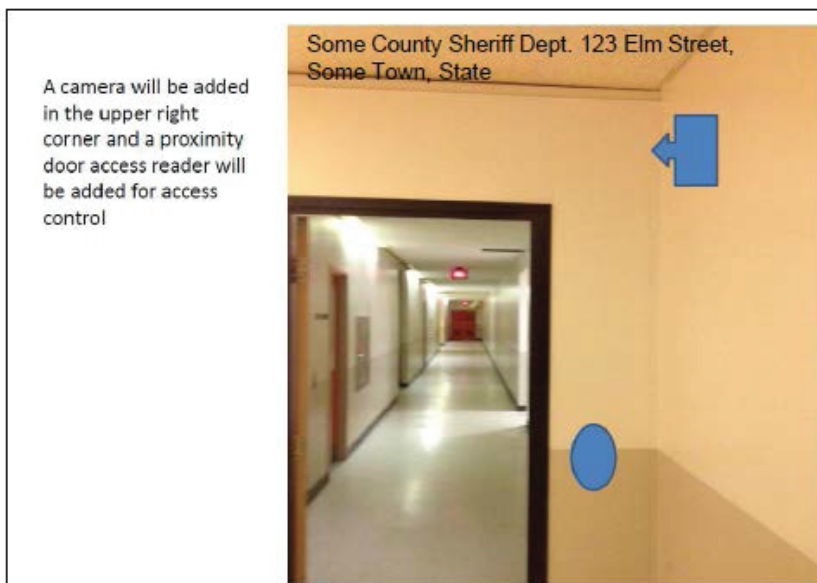


Figure 6. Interior photograph showing proposed location of new equipment.

**Ground-level photographs of nearby historic structures and buildings.** Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

**REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION**  
**FOR USE WITH FY2020 AND PRIOR YEAR GRANT AWARDS ONLY**

<b>Grant Program:</b>		
<b>Grant Award No.(s):</b>		<b>FIPS #:</b>
<b>Subrecipient Name:</b>		
<b>If Subaward, list second-tier subrecipient:</b>		
<b>Project No.(s):</b>		
<b>Project Title(s):</b>		
<b>Requested Amount:</b>		<b>Contract Total:</b>
<b>Vendor:</b>		

Please complete the following questions based on the entity making the purchase.

1. **Describe what the proposed vendor/contractor will provide:**
  
2. **Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?**  
  
☐ Yes      ☐ No  
  
If Yes, attach the most recent approval letter and Noncompetitive Procurement Authorization form.
  
3. **Is this noncompetitive procurement being made under a multi-year contract?**  
  
☐ Yes      ☐ No  
  
If No, proceed to question 6.
  
4. **If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?**  
  
☐ Yes      ☐ No  
  
If No, proceed to question 6.
  
5. **If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?**  
  
☐ Yes      ☐ No

*Note: A price/cost analysis must be performed with every procurement above the Simplified Acquisition Threshold (SAT) including modifications. Modifications include any change to the original contract, including extensions.*

If Yes, proceed to question 8.

If No, proceed to question 10.

**6. Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract and describe the details of those circumstances for this request under the following below. See 2 C.F.R. Part 200, Subpart D, §200.320 (f).**

- The item is available only from a single source. *(Describe and detail the process used to make that determination.)*
- A public necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation. *(Describe the necessity or emergency. Provide details.)*
- After solicitation of a number of sources, the competition was determined inadequate. *(Describe the solicitation process that determined competition was inadequate. Provide details including the length of the solicitation.)*

**7. Describe your organization's standard procedures when considering a noncompetitive procurement, including the conditions under which a noncompetitive procurement is allowed, and any other applicable criteria (i.e., approval requirements, monetary thresholds, etc.).**

**8. Attach a copy of the cost/price analysis for this procurement or contract modification if above the SAT.**

**9. Do you have documentation to support profit negotiation? See 2 C.F.R. Part 200, Subpart D, §200.323 (b).**

☐ Yes

☐ No

Note: Profit must be negotiated for each contract in which there is no price competition and in all cases where cost analysis is performed.

**10. Certification:**

**This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may affect the allowability of federal funding for this item and/or have an effect on future Cal OES funding for this organization.**

Purchasing Agent:	Name:	Signature:	Date:
Primary Subrecipient:	Name:	Signature:	Date:

Cal OES Internal Use Only	
Date Submitted:	
Procurement Type: <input type="checkbox"/> Single Source <input type="checkbox"/> Public Emergency <input type="checkbox"/> Inadequate Competition	
Attachments enclosed:  <input type="checkbox"/> Previous Approval Letter <input type="checkbox"/> Previous Noncompetitive Procurement Authorization Request form for this item(s)/service(s) <input type="checkbox"/> Cost/Price Analysis <input type="checkbox"/> Other Supporting Documents: _____	
Program Representative Review - Comments:	
Unit Chief Review - Comments:	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Grants Procurement Compliance Manager – Comments:	
Grants Procurement Compliance Manager:	Date:



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**EXHIBIT F**

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Mayor's Office of Public Safety  
City of Los Angeles  
Subrecipient Grants Management Assessment



Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year UASI FY20						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						Scoring
<b>Grant Administration</b>	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
<b>Personnel</b>	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
<b>Audits</b>	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in "No Findings?" If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
<b>Monitoring</b>	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
<b>Final Score</b>						

Name/Title of Preparer

Signature

Date

Name/Title of Mayor's Office Reviewer #1

Signature

Date

Name/Title of Mayor's Office Reviewer #2

Signature

Date

**RESOLUTION NO. 8064**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2020-2021 ADOPTED ON JULY 1, 2020**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2020-2021, commencing July 1, 2020, and ending June 30, 2021; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2020.

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

**SECTION 1.** The following adjustments are made to the City Budget:

**ACCEPTANCE OF URBAN AREA SECURITY INITIATIVE (UASI) 20 GRANT FUNDS**

Fund 110-220-3662-4500

Increase in Expenditures: \$ 98,334

Fund 110-3696-3662:

Increase in Revenues: \$ 98,334

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 3<sup>rd</sup> day of May 2021.**

**ATTEST:**

\_\_\_\_\_  
Sylvia Ballin, Mayor of the City of San Fernando, California

\_\_\_\_\_  
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. 8064 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 3<sup>rd</sup> day of May, 2021, 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 May, 2021.

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Julia Fritz, City Clerk



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: J. Diego Ibañez, Director of Finance

**Date:** May 3, 2021

**Subject:** Transmittal of the City of San Fernando Fiscal Year 2021-2022 Proposed Budget

### RECOMMENDATION:

It is recommended that the City Council receive a copy of the City of San Fernando Fiscal Year (FY) 2021-2022 Proposed Budget (Attachment "A").

### BACKGROUND:

1. On March 3, 2021, the City Council received a presentation of the FY 2019-2020 final audited financials, FY 2020-2021 Mid-year Budget update, and FY 2021-2022 Budget Outlook. This marked the kick-off of the FY 2021-2022 Budget season.
2. During April 2021, the City Manager and Director of Finance met with each Department to develop the FY 2021-2022 Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
3. Budget Study Sessions are scheduled for May 17, 2021, May 24, 2021 and June 2, 2021. City Council, Staff, and City residents will discuss the proposed budget for each department on those days.

### ANALYSIS:

The theme of the FY 2021-2022 Proposed Budget is to recover from the COVID-19 pandemic and invest in City services. In FY 2020-2021, each Department was asked to reduce their operating budget by 10%. That reduction has been restored to each Department's base budget for FY 2021-2022. City staff used the City Council adopted *Strategic Goals 2022-2027* as guiding principles for developing the FY 2021-2022 Proposed Budget. All FY 2020-2021 Accomplishments, FY 2021-2022 Objectives (i.e., Work Plan) and Enhancements were reviewed and approved through the lens of the adopted Strategic Goals.

## **Transmittal of the City of San Fernando Fiscal Year 2021-2022 Proposed Budget**

Page 2 of 3

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More than \$2.75 million in enhancement requests were submitted by City Departments. After initial review of the budget, the City Manager is recommending \$488,601 in ongoing enhancements and \$905,417 in one-time enhancements for the General Fund.

Overall, the General Fund has a budget surplus (i.e., total revenue less total expenditures) of approximately \$170,000. Although the Proposed Budget presents a budget surplus, there are a number of critical outstanding variables that could quickly erode the surplus, primarily unknown costs related to a potential resurgence of COVID-19 cases. More information regarding the FY 2021-2022 Proposed General Fund Budget will be provided during the scheduled Budget Study Sessions.

### Measure A and Measure SF.

Measure A is expected to raise approximately \$2.40 million in FY 2021-2022 and will be used to pay down debt, reduce the General Fund deficit fund balance, strengthen the Self Insurance and Equipment Replacement Funds, fund one-time projects that address critical needs, and enhance services to the community. This will be the first year that the City will collect Measure SF as well; staff estimates about \$1.5M will be generated from Measure SF. More information regarding Measure A and Measure SF will be provided during the scheduled Budget Study Sessions.

### Capital Improvements.

More information regarding the FY 2021-2022 Proposed Capital Improvement Budget will be provided under separate cover and will be discussed in detail during the scheduled Budget Study Sessions.

An analysis of the FY 2021-2022 Proposed Budget may be found in the City Manager's Budget Message included in the Proposed Budget document.

### **BUDGET IMPACT:**

In accordance with the City's Budget Policy, the FY 2021-2022 Proposed General Fund Budget represents a balanced budget, with General Fund revenues of \$22.35 million and expenditures of \$22.18 million, estimating a surplus of approximately \$170,000.

### **CONCLUSION:**

The objective of the FY 2021-2022 Proposed Budget is three-fold: 1) begin to finalize the impact of the COVID-19 pandemic, including, but not limited to, finalize any labor costs and equipment expenses incurred during this time and seek proper state and federal program reimbursements for pandemic costs, 2) enhance City services to meet the City Council's adopted Strategic Goals 3) appropriate capital funds to meet the City Council's adopted Strategic Goals and reduce



**Transmittal of the City of San Fernando Fiscal Year 2021-2022 Proposed Budget**

Page 3 of 3

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deferred maintenance of the City's infrastructure, and 4) continue to rebuild the General Fund reserve balance to meet the City' Financial Reserve Policy.

**ATTACHMENT:**

- A. FY 2021-2022 Proposed Budget - provided under separate cover and is available on the City's website at the following link: [WWW.SFCITY.ORG/Financial-Documents](http://WWW.SFCITY.ORG/Financial-Documents)

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** May 3, 2021

**Subject:** Discussion and Presentation of Procedures for Recruiting Department Head Positions

### RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the procedures for recruiting vacant Department Head positions; and
- b. Provide direction to the City Manager, as appropriate.

### BACKGROUND:

1. On July 15, 2013, the City Council adopted Ordinance No. 1627 amending the San Fernando Municipal Code to change the administrative structure of the City from a City Administrator form of government to a City Manager form of government.
2. Pursuant to Section 2-116 of the City Code, "The city manager shall be appointed by the city council on the basis of administrative and executive ability and such other qualifications as the city council may deem necessary for the orderly conduct of the city's business and affairs. The city manager shall hold office at the pleasure of the city council and need not be a resident of the city."
3. The Powers and Duties of the City Manager are enumerated in Section 2-121 of the City Code, which reads as follows:

*"The city manager shall be the administrative head of the government of the city under the direction and control of the city council except as otherwise provided in this division. The city manager shall be responsible for the efficient administration of all affairs of the city, which are under his or her control. In addition to the general powers as administrative head of the city government, and not as a limitation thereon, the city manager shall be expected to, and shall have the power to:*

## Discussion and Presentation of Procedures for Recruiting Department Head Positions

Page 2 of 6

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*(1) Enforce all laws and ordinances of the city and to see that all franchises, contracts, permits, and privileges granted by the city council are faithfully observed;*

***(2) Appoint, remove, promote, and demote any and all officers and employees of the city (including city department heads) except elected officers and the city attorney, subject to all applicable personnel rules and regulations which may be adopted by the city council;***

*(3) Control, order, and give directions to all department heads who are subject to his or her appointment and removal authority and to subordinate officers and employees of the city under his or her jurisdiction through their department heads;*

*(4) Conduct studies and effect such organization and reorganization of offices, positions, or units under his or her direction as may be indicated in the interest of efficient, effective, and economical conduct of the city's business;*

*(5) Recommend to the city council for adoption such measures and ordinances as he or she deems necessary;*

*(6) Attend all meetings of the city council unless excused therefrom by the mayor individually or the city council as a whole, except when his or her removal is under consideration;*

*(7) Prepare and submit the proposed annual budget and the proposed annual salary plan to the city council for its approval;*

*(8) Keep the city council at all times fully advised as to the financial condition and needs of the city;*

*(9) Make investigations into the affairs of the city and any department or division thereof and any contract or other obligation of the city; and further to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city;*

*(10) Exercise general supervision over all public buildings, public parks, and all other public properties which are under the control and jurisdiction of the city;*

*(11) Have the same authority as the mayor, as the convenience of the parties may dictate, to sign documents specified in Government Code section 40602 whenever such documents have been approved by the city council for execution by resolution, motion, minute order, or other appropriate action; and*

## Discussion and Presentation of Procedures for Recruiting Department Head Positions

Page 3 of 6

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*(12) Perform such other responsibilities and exercise such other powers as may be delegated to him or her from time to time by ordinance or resolution or other official action of the city council."*

4. Section 2-122 of the City Code sets forth the policy and procedures the City Manager is to follow when appointing Department Heads:

*" (a) This section shall be subject to any and all policies, compensation schedules or other standard employment guidelines developed by the city council.*

*(b) The city manager's appointment of department heads authorized in subsection (2) of [section 2-121](#) above, shall be subject to the policy set forth in this section.*

*(c) "Department heads" shall mean any executive/managerial employee of the city who is not a represented member of a bargaining unit, including all persons excluded from civil service pursuant to subsections (3) and (4) of [section 2-243](#) of the San Fernando Municipal Code.*

*(d) It is the responsibility of the city manager to ensure that all applicants are treated fairly and to ensure that the procedures outlined herein are followed. The city manager shall be responsible for initiating department head recruitment.*

*(e) Upon the city manager's initiation of recruitment for a department head, he or she shall use all available, timely and cost effective means of recruiting qualified applicants, including the advertisement of a job announcement for the open position for a period of at least ten days through newspapers, trade publications and other media that the city manager may deem appropriate.*

*(f) Minimum qualifications shall be described in job announcements for each position advertised and shall be established by the city manager, in consultation with the human resources director or designee.*

*(g) If no applicant meets the minimum qualifications, the city manager may interview the most qualified candidates for the position or re-advertise the position.*

*(h) Applications timely submitted shall be screened within 60 days after the deadline for application submission, to determine if the applicant meets the minimum requirements.*

*(i) Within 30 days after the conclusion of the screening applications, the city manager shall conduct interviews of at least the top five candidates that are deemed by him or her to be the best qualified and shall, in his or her sole discretion, appoint the successful candidate. The city manager may select a candidate from among the initial five persons interviewed but reserves the right to interview others from the pool of persons who*

**Discussion and Presentation of Procedures for Recruiting Department Head Positions**

Page 4 of 6

*have submitted employment applications and may select a candidate from such other persons interviewed.*

- (j) *Any agreements made pursuant to this section that exceed the city manager's contract authority set forth in Subdivision III (Contracts for Consultants or Special Services) of Division 6 (Purchasing) of Article VI (Finance) of [Chapter 2](#) (Administration) of the San Fernando Municipal Code shall be subject to city council approval.*
- (k) *The city council reserves the right to adopt additional policies for the recruitment and compensation of executive and managerial employees."*

5. On March 18, 2021, Director of Community Development Tim Hou formally resigned from the City to pursue another professional opportunity.

**ANALYSIS:**

Pursuant to the authority set forth in the San Fernando Municipal Code, the City Manager immediately initiated the recruitment process to fill the vacant position. Below is a timetable and summary of activities thus far:

Activity	Timeline	Status
1. Updated Job Announcement for Director of Community Development (Attachment "A")	Week of March 22, 2021	Completed
2. Posted Job Announcement to the City's Website	March 25, 2021	Completed
3. Advertise Job Announcement: <ul style="list-style-type: none"> <li>• Published in Jobs Available Publication</li> <li>• Western Cities Magazine (online)</li> <li>• International City Managers Association (ICMA)</li> <li>• International City Managers Association California Consortium (Cal-ICMA)</li> <li>• ICMA "Women Leading Government"</li> <li>• American Planners Association (APA) – National Chapter</li> <li>• APA – Los Angeles Chapter</li> <li>• APA "Women in Planning" LinkedIn Group</li> <li>• APA "Women in Planning" Facebook Group</li> <li>• LinkedIn</li> </ul>	March 25, 2021 Through April 23, 2021	Completed



**Discussion and Presentation of Procedures for Recruiting Department Head Positions**

Page 5 of 6

<ul style="list-style-type: none"> <li>Municipal Management Group of Southern California (MMASC) Emailed to Human Resources List Serve for distribution at other LA Area cities.</li> </ul>		
4. First Application submittal deadline	April 23, 2021	Completed
5. Technical Ability Rating Panel Interview (Non-City staff with technical knowledge in the field)	Mid-May	Pending
6. Interview with Executive Management staff	Late May/Early June	Pending
7. Final Interview with City Manager (if necessary)	Mid-June	Pending
8. Conditional Offer of Employment	Mid-June	Pending
9. Background and Reference Check; Pre-employment physical	Late June/Early July	Pending
10. Final Offer of Employment	Early July	Pending
11. New Employee Orientation	Late July	Pending

The City Manager keeps the City Council apprised of the status of Department Head recruitments through regular communication of milestones such as posting of the Job Announcement, number of qualified applications received by the submittal deadline, notification of extension of any timelines (e.g., extended application submittal deadline), and notification of final offer of employment once a selection has been made by the City Manager.

Since transitioning to a City Manager form of government in July 2013, the City Council has not had a role in hiring staff and the San Fernando City Code does not authorize the City Council to be directly involved in the process of selecting and appointing Department Heads. The San Fernando City Code does provide City Council with the authority to adopt additional policies for the recruitment of executive management employees, including Department Heads.

City Council has requested additional information regarding potential options for increasing the involvement in executive management recruitment. Below are a number of options for City Council consideration:

1. Maintain the existing procedure for appointing Department Heads, as outlined above.

## **Discussion and Presentation of Procedures for Recruiting Department Head Positions**

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2. City Council provides verbal feedback to the City Manager about technical skills, work experience, personal characteristics, and other desirable attributes they would like to see in a new Department Heads. Input received from City Council would be considered by the City Manager prior to making an appointment.
3. The City Manager provides a survey to receive feedback from City Council. Sample survey questions are included as Attachment "B." Survey results would be considered by the City Manager prior to making an appointment.
4. After the Technical Rating Panel and interview with City Executive Staff, City Council may appoint an Ad Hoc made up of no more than two (2) City Councilmembers to meet with the top three (3) candidates. Since the City Council is not the appointing body, this option would only allow two (2) Councilmembers to provide input rather than all five (5) Councilmembers. The Ad Hoc recommendation would be considered by the City Manager prior to making an appointment. This option would require staff to develop a policy that clearly describes the procedures for the Ad Hoc Committee meetings, including, but not limited to, suitable questions, appropriate access to applicant information, non-disclosure language, and rating sheet scoring considerations.

### **BUDGET IMPACT:**

The Personnel Division in the Administration Department is responsible for coordinating recruitments for vacant positions. Annual recruitments are included in the Division's work plan and there is an allocation for advertising vacant positions.

### **CONCLUSION:**

Staff recommends that City Council review and discuss the current procedures for recruiting for Department Head positions and provide direction to staff, as appropriate.

### **ATTACHMENTS:**

- A. Director of Community Development Job Announcement
- B. Sample Director of Community Development Recruitment Survey



THE CITY OF

SAN FERNANDO

INVITES APPLICATIONS FOR THE POSITION OF

# DIRECTOR OF COMMUNITY DEVELOPMENT

APPLICATION DEADLINE: APRIL 23, 2021 @ 5 PM



## THE COMMUNITY

The City of San Fernando is located in the northeast section of the San Fernando Valley at the southern foot of the San Gabriel Mountains, approximately 23 miles North of Downtown Los Angeles. This compact community of 2.4 square miles and 25,000 residents is completely surrounded by the City of Los Angeles, including the nearby communities of Sylmar, Mission Hills and Pacoima.

As you enter the City of San Fernando along picturesque, palm-lined Brand Boulevard, you discover a community rich in California history dating back almost two centuries. Named in honor of a Spanish Saint/King, San Fernando was settled long before the rest of Los Angeles' Northeast Valley. In 1874, San Fernando became the valley's first organized community, thus earning the title "First City of the Valley." The City grew out of the ranching activities surrounding Mission de San Fernando Rey, whose graceful porticoes still stand today.

San Fernando enjoys a sweeping view of the panoramic San Gabriel foothills and a sense of privacy; yet it is only minutes away from Downtown Los Angeles and other centers of commercial activity, thanks to a network of freeways, with easy access to Interstate 5 Freeway (I-5), State Route 118 (SR-118), Interstate 210 Freeway (I-210), and nearby Burbank and Whiteman airports. The City combines modern metropolitan conveniences with a close-knit community of friendly, civic-minded residents.



## THE ORGANIZATION

The City of San Fernando was incorporated in 1911 and is organized according to the City Council/City Manager form of government with seven full service departments, including Administration, City Clerk, Finance, Community Development, Police, Public Works, and Recreation and Community Services. Fire and emergency medical services are provided through a contract with the City of Los Angeles. The City employs approximately 125 full-time equivalent employees from a total Adopted Budget for fiscal year 2020-2021 of \$40.6 million, which includes a General Fund budget of \$20 million.

The City is governed by a five-member City Council who serve overlapping four-year terms, with a Mayor appointed every year, on a rotating basis, by a majority vote of the City Council.



## THE COMMUNITY DEVELOPMENT DEPARTMENT

The Community Development Department assists legislative bodies, including the City Council and the Planning and Preservation Commission, as well as residents, businesses and property owners within the community, with addressing urban planning and architectural review; environmental, housing, historic and neighborhood preservation; and other City building and zoning code related matters.

The Department is responsible for ensuring that new building construction adheres to municipal building codes; providing planning, development, and design review to safeguard compliance with the City's general plan and zoning regulations; enforcing municipal building and property maintenance regulations on existing buildings; and facilitating planning, review, and approval of new development, neighborhood preservation, and environmental impact assessment through technical support to the City Council and the Planning and Preservation Commission.

Including the Director, the Community Development Department has a dedicated staff of five full-time and three part-time, highly experienced and knowledgeable employees, as well as Building Inspection and Plan Review professional contract services.



## OPPORTUNITIES

The City's next Director of Community Development will have the opportunity to oversee a number of exciting projects, including:

- Management of an Exclusive Negotiation Agreement with a developer for a public private partnership to build a catalytic Downtown San Fernando Project on a City-owned parking lot.
- Completion and implementation of the Citywide Parking Management Master Plan.
- Support of the City's COVID-19 response effort through development of business relief and outreach programs.
- Implementation of the final phase of the City's Online Permit Counter software enhancement.
- General Plan Housing Element Update for 2021-2029.
- Development and implementation of a Homeless Plan.

## THE POSITION

The Director of Community Development is appointed by, and serves at the pleasure of, the City Manager. The position serves as the land use and economic development advisor to the City Manager and is a key member of the City's Executive Management Team. Essential job duties include:

- Provides day-to-day leadership of the Community Development Department to ensure a high-performing, customer service-oriented work environment that supports achieving the department's and the City's mission.
- Develops projects to attract, retain and grow economic development and investment in the City and provides leadership/expertise on economic development matters.
- Provides expertise and guidance to management, the City Council, and the Planning and Preservation Commission on planning, land use, design review and code-enforcement issues and develops solutions to meet the City's strategic goals and business objectives.
- Responsible for comprehensive community planning, development and construction plan review and environmental impact assessment, zoning and building code administration, architectural design review, code enforcement, housing programs and economic development plan implementation that contribute to a safe and livable community.
- Conducts and facilitates public meetings, workshops and the resolution of issues regarding the General Plan, Specific Plans, long-range plans or major project proposals and their impacts.
- Represents the City in interactions and cooperative arrangements with other local governmental agencies and regional entities regarding transportation programs and services.
- Serves as the key technical advisor to the Planning and Preservation Commission, the City Council and other designated bodies.
- Serves as the City's Building Official under State of California statute requirements.

## IDEAL CANDIDATE

The ideal candidate for this position will possess the following characteristics:

- Excellent management and customer service skills.
- Honest and ethical, and demonstrates the highest standards of professional conduct.
- Strong interpersonal skills and able to effectively guide, inspire and motivate Community Development Department staff.
- Proven track record in municipal project management.
- Strong analytical and presentation skills.
- Ability to maintain open communication with staff, City officials, residents, businesses, and property owners to work cooperatively toward achieving the goals of the City.

## QUALIFICATIONS

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from an accredited four-year college or university with a major in urban or regional planning, public administration, law or related degree; and at least ten years of progressively responsible experience in a municipal planning and/or building department, at least five of which were in a management capacity; or an equivalent combination of training and experience. A master's degree in planning, business administration or public administration is preferred.



# THE COMPENSATION

Salary is dependent upon qualifications with a current annual salary range of \$135,396 - \$164,544, with a 9/80 work week, plus generous benefits including:

**RETIREMENT:** Public Employees' Retirement System (PERS), 2% at 55 for Classic members; 2% @ 62 for PEPRA members. Both are integrated with Social Security. City pays a portion of employee's share of PERS for Classic members only (EPMC).

**INSURANCE:** As part of a full flex Cafeteria Plan, employee receives a monthly flex dollar allowance (\$905.49 Single; \$1,567.17 Two Party; and \$2,109.19 Family) to apply toward Medical, Dental and Vision benefits offered through the City's insurance plans for employee and eligible dependents. The City pays for Long Term Disability Insurance, and \$50,000 term/AD&D Life Insurance Policy for employee. Additional voluntary purchase (at group rate) of up to \$100,000 is available for employee, \$25,000 for spouse, and \$10,000 for each child, with no medical questions asked.

**ANNUAL LEAVE:** 20 to 30 days per year (depending on length of service). Maximum accumulation of 50 days (400 hours).

**MANAGEMENT LEAVE:** 15 days per year prorated the first year depending on the date of hire. Any unused leave will be cashed out in December of each year.

**HOLIDAYS:** 12 paid days per year.

**LONGEVITY:** 3% above base monthly salary upon completion of 10 years of continuous service. Additional 1% on completion of 20 years, and additional 1% on completion of 30 years of service.

**BILINGUAL BONUS:** \$100 per month for employees who qualify. Bonus is paid from the day the employee achieves a passing score on their bilingual exam.

**DEFERRED COMPENSATION:** ICMA-RC 457, ROTH/IRA Programs available. Enrollment is voluntary.

**AUTOMOBILE ALLOWANCE:** \$300 per month.

**TUITION REIMBURSEMENT:** City reimburses tuition for approved courses up to a maximum of \$3,000 per fiscal year. Employee shall first verify that sufficient fund allocation is available for this item.

**WELLNESS REIMBURSEMENT:** City reimburses certain wellness expenses in an amount not to exceed \$600 each fiscal year.

**WORK SCHEDULE:** 9/80 or 5/8 schedule is available with extended hours as required.

# TO APPLY

If you are interested in this outstanding opportunity, please submit a cover letter, employment application and resume. Visit our website for an application.

**WWW.SFCITY.ORG/Personnel**

**FILING DEADLINE:** APRIL 23, 2021 @ 5 PM

Requested materials should be submitted to:

**CITY OF SAN FERNANDO  
PERSONNEL DIVISION  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340**

Questions may be directed to:

**Michael Okafor, Personnel Manager  
(818) 898-1239  
Personnel@SFCITY.ORG**

Following the closing date, materials will be screened according to qualifications. The most qualified candidates will be invited to in-person interviews with the City. Finalist interviews will be held with City Department Heads and the City Manager. Candidates will be advised of the status of the recruitment following final candidate selection.

The City will make reasonable accommodations in the interview process for disabled applicants. Applicants with special needs must contact the Personnel Division prior to the filing deadline. In compliance with the Immigration Reform & Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation. All employment offers are conditional based upon the successful completion of a medical examination and drug screen performed by the City's designated physician, at City expense.

The City of San Fernando does not discriminate on the basis of race, color, national origin, sex, sexual orientation, religion, and handicapped status in employment or the provision of services. The provisions in this bulletin do not constitute a contract, expressed or implied, and any provisions contained herein may be modified or revoked without notice.

**Director of Community Development  
SAMPLE Recruitment Survey**

1. Ideal candidate’s primary area of expertise (select two):

- (a) Economic Development
- (b) Transportation Planning
- (c) City Planning
- (d) Housing Planning and Policy
- (e) Architecture and Historic Preservation

Additional Comments:

2. Ideal candidate’s decision making style (select one):

- (a) Strong, confident independent decision maker.
- (b) Collaborative decision maker that values the input of others before making a decision.

Additional Comments:

3. Ideal candidate’s communication style (select one):

- (a) In a group setting, plays a more active role and directs the conversation.
- (b) In a group setting, plays a more passive role and thoughtfully listens to all participants.

Additional Comments:

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Julian J. Venegas, Director of Recreation and Community Services

**Date:** May 3, 2021

**Subject:** Consideration to Accept a Donation of a Security Camera from the Greater Van Nuys Rotary Club to be Installed at Rudy Ortega Sr. Park

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the donation of a security camera and the mounting equipment from the Greater Van Nuys Rotary Club (Attachment "A") valued at \$4,032.62 (Attachment "B");
- b. Authorize the Greater Van Nuys Rotary Club to fund installation of the camera at Rudy Ortega Sr. Park; and
- c. Authorize the Greater Van Nuys Rotary Club to host a dedication ceremony for a limited number of guests, per the Los Angeles Department of Public Health protocols.

### BACKGROUND:

1. In the spring of 2020, Dr. Zoraida Suarez-Grossman, President of the Greater Van Nuys Rotary Club (Rotary Club), contacted Julian Venegas, Director of Recreation and Community Services (RCS) conveying an interest in assisting the San Fernando community with a Community Improvement Project Grant.
2. Dr. Suarez-Grossman explained that the Rotary Club was extending its community support through the establishment of a Satellite Club in the City of San Fernando.
3. Mr. Venegas provided a list of potential projects for the Rotary Club to review. Dr. Suarez-Grossman explained the community improvement project would be limited to a maximum of \$5,000 grant.
4. Based on the grant criteria, the Rotary Club selected to upgrade the security surveillance at Rudy Ortega Sr. Park by installing a new high-tech camera.

**Consideration to Accept a Donation of a Security Camera from the Greater Van Nuys Rotary Club to be Installed at Rudy Ortega Sr. Park**

Page 2 of 2

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**ANALYSIS:**

The Greater Van Nuys Rotary Club and the San Fernando Satellite Club are part of Rotary International District 5280. Their motto is "Service Above Self." Community service is the opportunity for club members to have an impact by implementing projects and activities that improve life in the local community and is one of five avenues of service in a Rotary club. The Greater Van Nuys Rotary Club members have been involved with community service projects since the club was chartered in 1925.

The start of a satellite club in the City is an opportunity to affect and improve the lives of San Fernando residents. The camera the Van Nays/San Fernando Rotary Club wishes to install at Rudy Ortega Sr. Park is the ANIX HANWHA OD PTZ Model XNP-655RH (Attachment "B"). This particular model will allow the San Fernando Police Department (Police Department) to monitor the park after dark. The camera delivers high-quality video performance with essential features suited for a wide range of security and surveillance applications. The camera is compatible with the existing motoring system currently on-site and will be installed by BearCom, the Police Department's vendor.

The Rotary Club wishes to host a dedication ceremony on Thursday, May 6, 2021, between 11:00 am and 1:00 pm., which will highlight the camera features. The ceremony will have a limited number of guests and follow the Department of Public Health small group gathering protocols.

**BUDGET IMPACT:**

The Rotary Club will incur the cost for the purchase of the camera. The mounting and installation of the camera will be covered by the Police Department's maintenance agreement with BearCom. Recreation and Community Services staff time to coordinate the dedication ceremony is at a cost of \$547.00, which staff recommends providing as in-kind assistance for the Community Improvement Project Grant. There is no impact to the adopted FY 2020-2021 budget.

**CONCLUSION:**

It is recommended that the City Council accept the security camera donation from the Rotary Club, authorize the Rotary Club to fund the installation of the camera at Rudy Ortega Sr. Park, and allow the Rotary Club to host a dedication ceremony on site.

**ATTACHMENTS:**

- A. Donation Letter
- B. Camera Invoice

**ATTACHMENT “A”**

Dear Mr Kimball:

My name is Zoraida Suarez-Grossman , i am the President of the Greater Van Nuys Rotary Club and sponsor of the San Fernando City Satellite Rotary Club. Both Clubs belong to the District 5280 of Rotary International. The upgrade of the security system of the Rudy Ortega Park Sr , located in the City of San Fernando is a project funded mostly by a District Grant of the District 5280 plus donations from the Greater Van Nuys Rotary Foundation and the Granada Hills Rotary Club.

The implementation of the project has been coordinated with the Director of Recreations and Parks of the City of San Fernando , Julian Venegas, the Executive Office of the of the Tribal President Rudy Ortega Jr. and the Chief of Police Anthony Vairo as well as Vice Mayor Mary Mendoza. Mary Mendoza, Julian Venegas and President Rudy Ortega Jr are members of the San Fernando City Satellite Club.

The camera itself is an ANIX HANWHA OD PTZ IP CAMERA 9780430 MODEL XNP-6550RH ( invoice will follow )and is part of a initiative of Rotary to improve public safety. It is an honor for me to present this most upgraded camera to the City of San Fernando as a little step to make it a Safe City .

Thanks so much to the many people mentioned or not , that have made this project possible.

Sincerely,

Zoraida Suarez-Grossman

President of the Greater Van Nuys Rotary Club,2020-2021

Trustee of the Greater Van Nuys Rotary Foundation

Chair of International Service of the GVNRC

ATTACHMENT "B"

03/22/21

17:27:16 CST

Quote Date: 12/01/20

Quote Number: 4

# Proposal



Project Number 5495191

TER VAN NUYS ROTARY CLUB FOUNDATION  
 ROSCOE BLVD  
 VAN NUYS CA 91406

Contact: ZORAIDA SUAREZ

Email: [REDACTED]

Delivery Instr:

Part Number	Unit Price	Extended Price
XNP-6550RH	3,369.19	3,369.19
ANIXT HANWHA OD PTZ IP CAMERA		
9780430		
SBP-300LM	260.32	260.32
LONG ARM WALL MOUNT(PARAPET MO		
SBP-300PM	53.25	53.25
, POLE MOUNT ADAPTER FOR USE W		
Valid until 03/26/21 Confidential and Proprietary		Sub Total 3,682.76
		Shipping and Handling TBD
		Tax 349.86 Tax Estimate
Customer Signature		Total 4,032.62

Bearcom executive for current financing promotions through LCA

363.91 24 Months 197.14 36 Months 138.13 48 Months 110.88 60 Month

Click on the Link to APPLY NOW: <http://mylease.leasecorp.com/bearco>

tive  
[@BearCom.com](http://BearCom.com)

REDONDO BEACH Branch Office: 800-750-7234  
 FAX: 424-675-7113



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works

**Date:** May 3, 2021

**Subject:** Consideration to Approve an Access Agreement with 1100 Truman Street LLC for One-Way Access into City-owned Parking Lot No. 5

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Access Agreement with 1100 Truman Street LLC (Attachment "A" – Contract No. 1984) for one-way access into the City-owned Parking Lot No. 5 from the adjacent parking lot; and
- b. Authorize the City Manager, or designee, to execute the Agreement and all related documents.

### BACKGROUND:

1. On April 20, 2015, the City Council considered a conceptual improvement plan for City-owned Parking Lot No. 5 (Lot 5), which included paving, landscaping, lighting, and trash enclosure improvements as well as a connection between the adjacent privately owned parking lot and Lot 5, pursuant to a previously approved Site Plan, to improve safety, utilization, and traffic circulation in and around the two parking lots. At the time, no funding had been identified to design and construct the improvements.
2. City Council was supportive of the conceptual plan for Lot 5, including the connection with the adjacent parking lot owned by 1100 Truman Street LLC ("Property Owner"), and directed staff to identify funding (preferably grant funding) to be able to proceed with construction design plans for review at a future City Council meeting. City Council also provided direction that any costs related to connecting Lot 5 and the adjacent privately-owned lot be borne by the adjacent Property Owner.

**Consideration to Approve an Access Agreement with 1100 Truman Street LLC for One-Way Access into City-owned Parking Lot No. 5**

Page 2 of 4

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3. In September 2020, the adjacent Property Owner approached the City to discuss moving forward with the connection to Lot 5, as approved in their original Site Plan and previously supported by City Council. After reviewing the development file and record of the prior City Council meeting, staff agreed to discuss implementing the connection between the two lots to improve safety, parking utilization, and traffic circulation challenges created by the current configuration.

**ANALYSIS:**

Providing a connection between Lot 5 and the adjacent private lot has been contemplated since the property was first developed by the current owner as it was included in the original improved Site Plan review. The City's primary concern with connecting the two lots has always been to increase traffic safety, maximize parking utilization, and improve traffic circulation while minimizing the loss of parking spaces due to the connection. Since the need to connect the two lots to achieve the aforementioned goals are a result of the development on the adjacent private lot, City Council determined that the Property Owner should be responsible for all of the capital costs associated with the connection.

Staff worked with the Property Owner to identify the appropriate mechanism for effectuating a connection as well as the most efficient design to connect the lots while minimizing the impact to existing parking. The proposed Access Agreement (Attachment "A") and Circulation Plan (Attachment "B") are the result of a number of meetings with City staff, the City Attorney, and representatives of the Property Owner.

The proposed Access Agreement includes the following provisions:

1. One-way Access: A drive aisle, not less than eight feet wide, will be created on the common boundary line between the City Lot the most northwesterly line of Property Owner's Parcels to allow vehicular access in one direction from Owner's Parcels to the City Lot.
2. Term: In exchange for the Property Owner making all improvements identified in Attachment "B" at their expense, the City will not revoke the Property Owner's right to access the connection for four (4) years from the Effective Date of the Agreement. Thereafter, the City may terminate the Agreement, with or without cause, with 180-day notice to the Property Owner.
3. Indemnification: The Property Owner shall indemnify and hold harmless, the City and its agents from all claims arising out of, or incident to, this Agreement or Property Owner's use of any part of the City Lot.

## Consideration to Approve an Access Agreement with 1100 Truman Street LLC for One-Way Access into City-owned Parking Lot No. 5

Page 3 of 4

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4. Insurance: At all times during the term of this Agreement, Property Owner shall maintain the following insurance policies: Occurrence-based liability insurance covering third party bodily injury, personal injury, and property damage, with limits not less than \$2,000,000 for each occurrence and \$4,000,000 annual aggregate.

The proposed Circulation Plan (Attachment “B”) includes the following improvements, which will be constructed at the Property Owner’s sole expense:

- Remove approximately 12 feet of concrete curb along the property line between the two lots (Transition Area).
- Pave the Transition Area with asphalt and construct a speed bump at the property line to slow vehicles entering Lot 5.
- Add new striping to delineate parking stalls in Lot 5 adjacent to the Transition Area.
- Paint new directional arrows on the asphalt in Lot 5 to direct the flow of traffic.
- Add two “Do Not Enter” signs facing traffic in Lot 5 to discourage vehicles from entering the Transition Area the wrong way.

Staff presented the proposed Circulation Plan to the Mall Association Board (“Board”) on April 28, 2021. After some discussion, the Board expressed general support for the proposed Plan and staff incorporated feedback from Board members in the final design, including the addition of a speed bump at the property line to further improve vehicle safety.

Since construction of the connection will result in the loss of two (2) parking spaces in Lot 5, staff also discussed a number of potential future parking and traffic mitigation measures that may be considered to increase parking supply in Lot 5. The Board was receptive to continuing to discuss some of these measures, such as implementing two-hour parking restrictions and restriping of the lot after improvements to the solid waste management system in the Downtown are completed.

### **BUDGET IMPACT:**

There is no financial impact to the FY 2020-2021 Budget, as the opening and circulation improvements proposed as part of the Access Agreement are to be constructed at the sole expense of the Property Owner.

**Consideration to Approve an Access Agreement with 1100 Truman Street LLC for One-Way Access into City-owned Parking Lot No. 5**

Page 4 of 4

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**CONCLUSION:**

Staff recommends that City Council approve the Access Agreement with 1100 Truman Street LLC to for one-way access into the City-owned Parking Lot No. 5 to increase traffic safety, maximize parking utilization, and improve traffic circulation.

**ATTACHMENTS:**

- A. City of San Fernando One-Way Access Agreement for Access to City Parking Lot No. 5 - Contract No. 1984
- B. Circulation Plan

**ATTACHMENT “A”  
CONTRACT NO. 1984**

**CITY OF SAN FERNANDO  
ONE-WAY ACCESS AGREEMENT  
FOR ACCESS TO CITY PARKING LOT**

This ONE-WAY ACCESS AGREEMENT (hereinafter “Agreement”) is made and entered into as of the Effective Date defined hereinbelow, by and between CITY OF SAN FERNANDO (“**City**”), a municipal corporation of the State of California, and 1100 TRUMAN STREET, LLC, a California limited liability company (“**Owner**”). The City and Owner are each sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. City owns that parcel of real property identified as Assessor Parcel No. 2521-034-904, and commonly known as San Fernando Public Parking Lot 5, which is used as a surface parking lot for the public (hereinafter “**City Lot**”).
- B. Owner owns two parcels of real property located at 1100-1110 Truman Street and identified as Assessor Parcel Nos. 2521-034-007 and 2521-034-009, and more particularly described in **Exhibit A**, attached hereto (hereinafter “**Owner’s Parcels**”):
- C. Owner proposed a drive aisle to connect the City Lot and Owner’s Parcels.
- D. The Parties desire to allow vehicular access in one direction from Owner’s Parcels to the City Lot under certain terms and conditions, without creating any property rights over either the City Lot or Owner’s Parcels.
- E. The San Fernando City Council authorized the execution of this Agreement at a regular meeting on May 3, 2021 (herein the “**Effective Date**”).

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. One-Way Access.**

- A. Access. Subject to the provisions of this Agreement, the Parties agree to the placement of a drive aisle, not less than eight feet wide, located on the common

boundary line between the City Lot and the most northwesterly line of Owner's Parcels to allow vehicular access in one direction from Owner's Parcels to the City Lot.

B. Circulation. Prior to construction, Owner shall obtain written approval from the City's Director of Public Works or designee of a circulation plan showing the location and dimensions of the drive aisle and associated improvements, including, without limitation, signage and other methods to restrict the aisle to only one direction of traffic, which approval shall not be unreasonably withheld. Absent said written approval, this Agreement provides no right to construct or install any structure or improvement whatsoever by Owner on the City Lot, either temporary or permanent. In the event of any conflict or inconsistency between this Agreement and the circulation plan described herein, on the one hand, and any prior approval involving Owner's Parcels, on the other hand, including, without limitation, Site Plan Review 2013-012, the provisions contemplated by this Agreement shall control.

C. Maintenance. During the term of this Agreement, Owner shall maintain the drive aisle and associated improvements in good order, condition and repair. If Owner fails to do so, then City has the right, but not the obligation, to perform said maintenance, and Owner shall reimburse City for the reasonable costs incurred.

D. Responsibility for Expenses. Owner agrees that all costs and expenses incurred by Owner under this Agreement are the sole responsibility of Owner. These include, without limitation, the costs of permits and construction.

E. Proposed Projects. Nothing in this Agreement obligates the City with respect to any proposed project or other use of Owner's Parcels. For example, nothing herein shall have any of the following effects (without limitation): (i) to approve or permit any project on Owner's Parcels; (ii) to establish any entitlement to either parking spaces or access to the City Lot beyond the rights of the public; and (iii) to contract away the City's police power, its land use authority, or otherwise limit the City's power to enforce the Zoning Code and the law.

## **2. Term, Termination and Waiver.**

A. Term. This Agreement shall continue in effect until terminated.

B. Termination. The City may revoke the right to access, and either Party may terminate this Agreement, with or without cause, by giving the other Party 180-day advance written notice.

C. During First Four Years. For a four-year period commencing with the Effective Date and absent a breach of a provision of this Agreement by Owner, City agrees it will not revoke access nor terminate this Agreement unless the City reasonably finds that circumstances have changed to the degree that the public health,

safety, convenience or general welfare supports the termination. In the event of a breach by Owner during this four-year period only, Owner shall have the opportunity to cure or remedy same within 30 days—or, if such breach cannot reasonably be remedied within 30 days, Owner shall commence the cure within this period and diligently thereafter pursue to completion.

D. Waiver of Claims. Owner hereby releases, waives, and forever discharges the City from all claims of every nature whatsoever that arise out of the termination of this Agreement by City, whether such claim is based on breach of contract, business interference, inverse condemnation, or other theory.

3. Compliance with Laws/Permits. Owner shall comply, at Owner's sole cost and expense, with all applicable laws, rules, statutes and regulations and shall obtain all required governmental permits in connection with the access drive aisle and associated improvements. Such compliance shall include, without limitation, compliance with the California Building Standards Code (Cal. Code Regs., Title 24) in connection with the issuance of building permits for a proposed project or other use, which may trigger accessibility regulations. Owner shall be responsible for accomplishing such requirements, and the City shall reasonably cooperate in allowing access to perform required work that may affect the City Lot.

4. Indemnification.

A. Owner shall protect, save, defend, indemnify and hold harmless, with legal counsel of the City's choosing, the City, its governing board, officials, officers, employees, agents, and volunteers from all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to this Agreement or Owner's use of any part of the City Lot and Owner's Parcels, including use by the Owner's tenants, invitees, licensees, and trespassers. Nothing herein shall create or transfer responsibility from the City to Owner for City's responsibility to any person or entity for City's failure to maintain the City Lot.

B. Owner shall reimburse City for all legal expenses and costs incurred in connection with any Claim subject to indemnification by Owner, or in enforcing the indemnity herein provided. Such legal expenses and costs shall include those incurred by the City Attorney's Office, as well as those of any separate legal counsel for the City, for example in the case of conflict of interest principles precluding an attorney or law firm from representing both City and Owner, or if City otherwise finds Owner's legal counsel unacceptable. Owner's indemnification obligations shall not be restricted by the amount of any insurance proceeds. Owner shall promptly pay any final judgment rendered against the City (and its governing board, officers, officials, employees, and volunteers) covered by this indemnity obligation.

C. It is expressly understood that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. The sole limitation on Owner's indemnity obligation herein is to the extent any such Claim arises out of the negligence, gross negligence or willful misconduct of the City. Owner's indemnification obligations shall survive the termination of this Agreement for Claims arising out of any incident that occurred during the term.

D. City agrees to indemnify, defend and hold harmless the Owner from and against any and all Claims, as defined hereinabove, which may be asserted against the Owner, which Claims are based upon, arise out of, or relate to an incident that takes place wholly and exclusively within the boundaries of the City Lot. Notwithstanding the provisions of this Subpart D, City's obligation to indemnify, defend or hold harmless Owner shall not apply to the extent any such Claim arises out of the negligence, gross negligence or willful misconduct of Owner.

5. **Insurance.** At all time during the term of this Agreement, Owner shall maintain at Owner's sole cost and expense the following insurance policies: Occurrence-based liability insurance covering third party bodily injury, personal injury, and property damage, with limits not less than \$2,000,000 for each occurrence and \$4,000,000 annual aggregate. At any time requested by City commencing 90 days after the Effective Date, Owner shall deliver certificates of insurance including additional insured policy endorsements and waiver of subrogation from its insurers evidencing the required coverages in a form satisfactory to City. The certificates of insurance must provide that 30-day advance notice will be given to City in the event of lapse, cancellation or non-renewal.

6. **Assumption of Risk.** Owner acknowledges and agrees that the City makes no representations or warranties, express or implied, as to the condition or suitability for Owner's use of any portion of the City Lot.

7. **Title to City Lot.**

A. **No Property Interest.** Owner agrees and affirms that it holds no easement, nor any title, interest or estate in any portion of the City Lot. The use of any portion of the City Lot by Owner pursuant to this Agreement shall neither create nor vest in Owner any ownership or leasehold interest in real property. Fee title to the entire City Lot remains fully vested in the City. Except for City Ordinance Nos. 912 and 973, adopted by the City Council on November 22, 1965 and November 4, 1968, respectively, this Agreement expressly supersedes and cancels all prior written and oral agreements between the Parties that purport to approve the Owner's use of any portion of the City Lot.

B. **No Lien.** Owner shall neither file, record, nor permit the recording or filing of any lien, including any mechanics or other lien, claim or encumbrance of any nature, or any security obligation (collectively "Lien") with respect to this Agreement



or any portion of the City Lot, nor shall Owner use or permit to be used any portion of the City Lot, or this Agreement, as security for any transaction of any kind. For purposes of this Section, the recording of a notice of intention to file a Lien shall be deemed to be the filing of a Lien. If Owner causes or permits to be filed or recorded any Lien against any portion of the City Lot, Owner shall remove it immediately. Owner shall hold City harmless from and against all expenditures, disbursements or costs incurred by City as a result of, or related to, any Lien. Any failure by Owner to keep the City Lot free of all Liens shall constitute a material breach of this Agreement.

**8. Assignment or Transfer.** Owner shall not assign, sublet or transfer, either directly or by operation of law, this Agreement or any right described herein without the prior written consent of the City. Any attempt to assign, sublet or transfer absent said consent shall be null and void. The City may withhold its consent for any reason, and in doing so may elect to consider only its own interests, and the City shall not be required to consider the effect on Owner or its tenants. Any corporate reorganization by Owner and any individual tenant lease shall not require the City's consent.

**9. Modification.** This Agreement may be modified or amended only by a writing signed by both Parties. The City Manager, in consultation with the City's Director of Public Works, shall have the authority to approve on behalf of the City minor modifications to this Agreement based on finding that such minor modification is consistent with the purposes of this Agreement and is not detrimental to the public health, safety, convenience or general welfare.

**10. No Recording.** Owner shall not record this Agreement or any related notice with the County Recorder. If any such instrument is recorded, this Agreement shall terminate by its own terms and shall be null and void as of the date and time of such recording.

**11. Notices.** Notices required hereunder shall be in writing and sent to the following addresses, or such other address as a Party may designate by written notice, and shall be deemed effective when: (i) personally delivered; (ii) deposited in the U.S. Mail with postage prepaid, registered or certified and return receipt required; or (iii) sent by reputable overnight carrier that provides proof of delivery.

**City:**

Attn: City Manager  
City of San Fernando  
City Hall  
117 Macneil Street  
San Fernando, CA 91340

**Owner:**

Attn: Severyn I Aszkenazy  
1100 TRUMAN STREET, LLC  
200 San Fernando Mission Blvd. #200  
San Fernando, CA 91340

**12. Miscellaneous Provisions.**

- A. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.
- B. **Exhibits and Recitals.** All Exhibits and Recitals included herewith are incorporated into this Agreement by reference as if fully set forth herein.
- C. **Severability.** The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions, which shall remain in full force and effect.
- D. **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person shall have any right of action based upon any provision of this Agreement.
- E. **Headings.** The headings included in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.
- F. **Waiver.** The failure of a Party to enforce any right hereunder will not constitute a waiver of any right or damages. No waiver, benefit, privilege, or service voluntarily given or performed will establish any contractual right by custom, estoppel, or otherwise.
- G. **Time.** The Parties agree that time is of the essence with respect to performance of all obligations under this Agreement.
- H. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the Parking Lot, and supersedes all prior negotiations, understandings or agreements as to the subject matter herein.
- I. **Warranty of Authority.**
  - i. Each Party represents and warrants that the person signing this Agreement is authorized to do so on behalf of the entity that this Agreement so binds, and if it is a limited liability company or corporation, that the Party has full right and authority to enter into this Agreement and to perform all obligations hereunder.
  - ii. If Owner is or includes a corporation, the name of the corporation shall be set forth herein exactly as shown in its Articles of Incorporation. The names and addresses of all officers, directors, and stockholders holding more than 10 percent of the stock of the corporation shall be listed and attached to this Agreement.

- J. **Execution.** This Agreement may be executed in counterparts, which together shall compose a single instrument. A Party's signature transmitted by facsimile or electronic mail shall be valid and effective.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first appearing above.

**CITY OF SAN FERNANDO**

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

Nick Kimball  
City Manager

APPROVED AS TO FORM:  
Olivarez Madruga Lemieux O'Neill, LLP  
City Attorney

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

Richard Padilla

**1100 TRUMAN STREET, LLC**

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

Severyn I Aszkenazy, Member  
Its:

**EXHIBIT “A”**  
**LEGAL DESCRIPTION**

5

ORDER NO. LA1061165

**EXHIBIT "A"**

**PARCEL 1:**

**A PORTION OF THE RANCHO EX-MISSION DE SAN FERNANDO, IN THE CITY OF SAN FERNANDO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND, 80 FEET WIDE, DESCRIBED IN THE EASEMENT TO THE CITY OF SAN FERNANDO, DATED JULY 22, 1926, RECORDED IN BOOK 4716 PAGE 63 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, WITH THE NORTHEASTERLY LINE OF THE ALLEY, 15 FEET WIDE, SHOWN ON MAP OF TRACT NO. 3674, RECORDED IN BOOK 47 PAGE 42 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 41° 30' WEST, ALONG THE NORTHEASTERLY LINE OF SAID ALLEY, 150 FEET; THENCE NORTH 48° 26' EAST 50 FEET; THENCE SOUTH 41° 30' EAST 150 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND, 80 FEET WIDE; THENCE SOUTH 48° 26' WEST, THEREON, 50 FEET TO THE POINT OF BEGINNING.**

**PARCEL 2:**

**ALL THAT CERTAIN PIECE OR PARCEL OF LAND IN THE RANCHO EX-MISSION DE SAN FERNANDO, IN THE CITY OF SAN FERNANDO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND, 80 FEET WIDE, DESCRIBED IN THE EASEMENT TO CITY OF SAN FERNANDO, DATED JULY 22, 1926, RECORDED IN BOOK 4716 PAGE 63 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DISTANT NORTH 48° 26' EAST THEREON 50 FEET FROM ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE ALLEY, 15 FEET WIDE, SHOWN ON MAP OF TRACT NO. 3674, RECORDED IN BOOK 47 PAGE 42 OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 41° 30' WEST, 150 FEET; THENCE SOUTH 48° 26' WEST 50 FEET TO A POINT IN SAID NORTHEASTERLY LINE OF SAID ALLEY; THENCE NORTH 41° 30' WEST, ALONG SAID NORTHEASTERLY LINE, 95 FEET; THENCE NORTH 48° 26' EAST, 100 FEET; THENCE SOUTH 41° 30' EAST 233 FEET TO A POINT DISTANT NORTH 41° 30' WEST, 12 FEET FROM THE POINT OF INTERSECTION WITH SAID NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND, 80 FEET WIDE; THENCE SOUTH 3° 28' WEST, 16.98 FEET TO A POINT IN SAID NORTHWESTERLY LINE, DISTANT SOUTH 48° 26' WEST, MEASURED ALONG SAID NORTHWESTERLY LINE, 12 FEET FROM LAST DESCRIBED POINT OF INTERSECTION; THENCE SOUTH 48° 46 WEST, ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.**

**\*\*\*END OF LEGAL DESCRIPTION\*\*\***



Tel: 818-212-0665  
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**PROPOSED DRIVEWAY EXIT**  
1100 TRUMAN STREET  
SAN FERNANDO, CA 91340

SHEET NO.

REMOVE (E) STRIPING (TYP.)



COMPACT

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REMOVE (E) ASPHALT FOR NEW CONC. CURB

SAW CUT (E) CONC. ALIGN WITH EXT'G

REMOVE (E) CONC.

SAW CUT (E) CONC. CREATE ARC/CURVE

**DEMO SITE**



(N) "WHITE" STRIPING (PTD.)

(N) "WHITE" STRIPING (PTD.)

(N) "DO NOT ENTER" SIGNAGE

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(N) DIRECTIONAL ARROW (PTD.)

(N) 12'-0" CLEAR

(N) ASPHALT BUMP

R=1'3"

(N) "ONE WAY" SIGNAGE

(N) DIRECTIONAL ARROW (PTD.)

**NEW SITE**



**PROPOSED DRIVEWAY EXIT**

SCALE: 1/16"=1'-0"

SCHEME "B.1"

DATE: 4-29-21

PPL-1100 TRUMAN-PARKING LOT-B.1.DWG



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** May 3, 2021

**Subject:** Presentation and Update Regarding COVID-19 Response Efforts

### **RECOMMENDATION:**

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

### **BACKGROUND/ANALYSIS:**

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of financial hardship programs and other potential stimulus funding.

#### **Staff Updates.**

##### State of California COVID-19 Updates.

Staff will provide an update on the State of California's Blueprint for a Safer Economy plan (Attachment "A"). The County of Los Angeles entered the Orange Tier on March 30, 2021 and remains in that Tier as of the posting of this report.

##### Los Angeles County Department of Public Health (LACDPH) Safer At Home Health Order.

Staff will provide an update on current Health Orders issued by the LACDPH and key COVID-19 related metrics (Attachment "B").

## **Presentation and Update Regarding COVID-19 Response Efforts**

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### Health Order Enforcement.

Staff will provide an update on current enforcement efforts during the meeting, including the total number of County Health Officer Order related compliance notices issued since March 2020, and request direction related to future enforcement, as appropriate.

### City Facilities Reopening.

Effective, April 19, 2021, City Hall reopened to the public with normal hours (i.e., Monday through Thursday, 7:30 am to 5:30 pm). City Hall will remain closed on Fridays and certain services will be by appointment only until the County of Los Angeles enters the yellow tier of the Blueprint for a Safer Economy plan.

All visitors to City Hall must adhere to the County of Los Angeles Department of Public Health guidelines for physical distancing and must wear a cloth face covering at all times to help slow the spread of COVID-19 in our community.

Most indoor recreational facilities remain closed to the public. Customers are urged to contact the Recreation and Community Services Department at (818) 898-1290 or [Recreation@sfcity.org](mailto:Recreation@sfcity.org) prior to visiting to check on availability of services.

Outdoor Fitness classes, including Zumba and Total Body Conditioning, began at Las Palmas Park in March 2021. Masks and physical distancing are required and strictly enforced. Additional program information is available on the City's website: [SFCITY.ORG/SFRecreation/#Outdoor-Fitness](https://SFCITY.ORG/SFRecreation/#Outdoor-Fitness).

LiveSan services and the Court Commitment Program have both resumed at the Police Department. Customers are urged to contact the Police Department at (818) 898-1267 or [Police@sfcity.org](mailto:Police@sfcity.org) prior to visiting to check on availability of services.

### San Fernando Residential Food Program.

The City Council allocated \$100,000 in CDBG/CARES Act (CDBG-CV) funding to create the San Fernando Residential Food Distribution Program to assist families impacted by COVID-19. The food distribution program provides a box of non-perishable food items and personal protective equipment (with a value up to \$250) to each qualifying household. These items may include canned meat and vegetables, pasta, sugar and spices, sauces, canned soups and stews, coffee and tea, rice, baby food, and other non-perishable food items. Personal protective equipment (PPE) including masks, hand sanitizer, disinfectant solution, thermometers and shower curtains (to assist with creating a barrier to self isolate in small quarters) may also be provided. Staff included a folder of information identifying other COVID-19 resources and MEND staff attended to distribute important information to families receiving a food distribution

**Presentation and Update Regarding COVID-19 Response Efforts**

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To date, four San Fernando Residential Food Distribution events have been held:

Round	Event Date	Location	Households Served
1	October 17, 2020	Recreation Park	116
2	November 21, 2020	Recreation Park	180
3	December 19, 2020	Las Palmas Park	123
4	February 20, 2021	Las Palmas Park	128
5	March 20, 2021	Las Palmas Park	112
6	April 17, 2021	Las Palmas Park	35

The next distribution date (Round 7), which is expected to be the final distribution under the current program, is scheduled for May 15, 2021. The application deadline for the May 15, 2021 distribution is May 4, 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Resident-Resources](https://SFCITY.ORG/Coronavirus/#Resident-Resources).

San Fernando Personal Protective Equipment (PPE) for Businesses Program.

The City Council allocated \$25,000 in CDBG/CARES Act funding to create the San Fernando Personal Protective Equipment (PPE) for Businesses Program to assist businesses impacted by COVID-19. The program will provide a box of essential items (with a value up to \$125) to each qualifying business. These items may include disposable (KN95 and/or blue surgical-type) masks, disinfectant wipes, face shields, non-contact thermometers, disposable gloves, and contactless hand sanitizer system.

The first San Fernando Personal Protective Equipment (PPE) for Businesses Program distribution was held on Monday, December 14, 2020. A total of 66 applicants were invited to pick-up their box of PPE items with approximately 55 of those businesses being served. The next distribution is tentatively scheduled for the late April 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Business-Resources](https://SFCITY.ORG/Coronavirus/#Business-Resources).

COVID-19 Vaccine Distribution.

Effective April 15, 2021, all California residents age 16 and older are eligible to be vaccinated. Los Angeles County residents in have three options to register for an appointment to receive the COVID-19 vaccine:

- LACDPH Online portal: [VaccinateLACounty.com](https://VaccinateLACounty.com)
- Los Angeles Fire Department Online portal: [CarbonHealth.com/COVID-19-Vaccines](https://CarbonHealth.com/COVID-19-Vaccines)
- LACDPH Call Center (between 8 am and 8:30 pm): (833) 540-0473

This information is also available on the City's website: [SFCITY.ORG/Coronavirus/#COVID-19-Vaccine](https://SFCITY.ORG/Coronavirus/#COVID-19-Vaccine).

## Presentation and Update Regarding COVID-19 Response Efforts

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Recently, LACDPH has released data regarding COVID-19 Vaccine doses administered, by community. According to their data, as of April 20, 2021, 6,641,945 doses have been administered in Los Angeles County (1,746,103 second doses). As of April 18, 2021, 7,964 (41.0%) San Fernando residents over the age of 18 have received at least one dose of the COVID-19 Vaccine.

On April 13, 2021, the CDC and FDA recommended that the US pause use of the Janssen (Johnson & Johnson) after reports that six women between the ages of 18 and 48 developed unusual types of blood clots 6 to 13 days after receiving the vaccine. Consequently, and out of an abundance of caution, LACDPH paused use of the Janssen vaccine. On April 23, 2021, LACDPH announced that after a thorough safety review by the Food and Drug Administration (FDA) and CDC, it was determined that the Janssen vaccine pause could be lifted and that use of the Janssen vaccine should resume. Vaccine providers in Los Angeles County with doses of the Janssen vaccine were authorized to resume administration of the vaccine as of April 24, 2021, provided they distribute the updated Janssen fact sheet (Attachment "C") to any recipients of the vaccine.

As usually happens during a crisis, misinformation is circulating about vaccines and scammers are at work trying to cheat people out of their money. The DPH has developed COVID-19 Vaccine Frequently Asked Questions (Attachment "D"), Myths about COVID-19 Vaccines (Attachment "E"), and COVID-19 Vaccine Scams (Attachment "F") informational brochures. Additional information relating to the COVID-19 vaccine may be found on the DPH website:

<http://publichealth.lacounty.gov/media/Coronavirus/vaccine/>.

### Upcoming Vaccination Opportunities.

The City has been working with many community and healthcare partners to provide opportunities for eligible San Fernando residents to receive the vaccine. Residents may register online ([SFCITY.ORG/CORONAVIRUS/#COVID-19-Vaccine](https://SFCITY.ORG/CORONAVIRUS/#COVID-19-Vaccine)) to receive vaccine specific updates.

The following vaccination opportunities are available in the City of San Fernando in May 2021:

- San Fernando Recreation Park: Vaccine appointments are offered Tuesdays through Saturdays (subject to vaccine availability). Residents may register online at <https://carbonhealth.com/covid-19-vaccines/los-angeles>.
- IBEW Local 11 District 4 Office: On May 15, 2021, there will be a mobile vaccination clinic offering the Pfizer vaccine. Residents may register online at [Curative.com/sites/26203](https://Curative.com/sites/26203).
- Kidneys Quest Foundation: On May 22, 2021, and May 23, 2021 there will be a mobile vaccination clinic offering the Pfizer vaccine. Residents may register online at [RemediaCare.md-hq.com/schedule\\_unregistered](https://RemediaCare.md-hq.com/schedule_unregistered) (select "Mobile Vaccination Site 1", then select the date, then select the "1058 N. Maclay Ave, San Fernando" site).

## Presentation and Update Regarding COVID-19 Response Efforts

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- Vaughn International Studies Academy Vaccination Clinic for Seniors Age 65+: There will be a mobile vaccination clinic every Monday, Wednesday and Friday. Residents may call (818) 847-3860 to schedule an appointment.
- San Fernando Community Health Center and Northeast Valley Health Corporation: Both of these federally qualified health centers receive a limited supply of vaccine. Residents may contact the following vaccination hotlines for additional information:
  - San Fernando Community Health Center: Call (818) 963-5690.
  - Northeast Valley Health Corp: Call (818) 792-4949 to check availability.

### COVID-19 Testing.

The City of San Fernando, in partnership with the City of Los Angeles, Los Angeles Fire Department (LAFD), non-profit organization Community Organized Relief Effort (CORE), and Curative Lab, have established a walk-up COVID-19 testing and vaccination site at Recreation Park. The walk-up super site offers up to 3,000 COVID-19 tests each day and operates Monday through Saturday from 8:00 am - 4:00 pm. If San Fernando residents are not able to get an appointment for a COVID-19 test online, they may walk-up at San Fernando Park without an appointment and show their identification with a San Fernando address. They will be registered and given an appointment on-site by the worker.

Reservations for testing may be made through a link on the City's website: [SFCITY.ORG/Coronavirus/#COVID-19-Testing](https://SFCITY.ORG/Coronavirus/#COVID-19-Testing).

### Mental Health Resources.

The Los Angeles County Department of Mental Health (DMH) supports the wellbeing of County residents and communities as news and updates about COVID-19 may trigger anxiety, panic, frustration and depression—even when your risk of getting sick is low. During an infectious disease outbreak, DMH urges residents to take the time to care for your own physical and mental health, and to reach out to others in kindness and compassion.

DMH has published a variety of resources that may be accessed via their website: <https://dmh.lacounty.gov/covid-19-information/>

The webpage includes:

- The phone number to LACDMH's 24/7 Help Line;
- Published materials on coping with stress, staying connected, coping with loss, and other COVID-19 topics;
- Free Headspace Plus subscription; and
- Additional resources, including for community and peer support; for families, parents and children; for healthcare providers, and more.

**Presentation and Update Regarding COVID-19 Response Efforts**

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**BUDGET IMPACT:**American Rescue Plan Act.

On March 12, 2021, President Biden signed the American Rescue Plan Act into law. The American Rescue Plan provides, among other items, payments to individuals of up to \$1,400 per person, extended unemployment benefits, and fiscal stimulus funding paid directly to state and local governments. The primary provisions impacting state and local governments include:

- Provides \$350 billion in state and local fiscal recovery funds. No estimate yet as to how much the City of San Fernando may receive.
- Divides the local allocation of funds into two equal tranches of payments spaced 12 months apart. Cities would receive the first half allocation 60 days after enactment and the other half one year later.
- Cities can use funds for revenue loss and necessary infrastructure investments like water, sewer, and broadband infrastructure. Funds cannot be used for offsetting a tax cut or pension funds.
- Creates a new \$10 billion Critical Infrastructure Projects program for broadband infrastructure.

Additional details will be provided by staff as it becomes available.

Prior Coronavirus Relief Funds.

The overall total that the City of San Fernando received from the Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California through the first CARES Act was \$311,234. Given how much staff time was needed to provide continuity of service to the residents, including increased public safety, Health Officer Order enforcement, cleaning and maintenance at City parks and facilities, and creation/distribution of information, as well as the need for PPE at the inception of the pandemic, City Council approved using the funds to reimburse the City of the following COVID response related expenses:

City COVID-19 Response Expenses	
Personnel Costs	\$250,000
Department Supplies	\$61,234
Total Costs	\$311,234

The City's Finance Department has tracked and continues to monitor these expenses. The total year to day (March 2020 – March 2021) expenses for labor are \$355,229 (inclusive of the most recent payroll) and \$179,275 for supplies (as of the most recent accounts payable run) totaling \$534,504. The amount due to the City for outstanding water services is \$161,966 down from \$359,128; staff has seen an increase in water payments due to possible stimulus funds and/or tax returns; also since the suspension of delinquent fees, water account eposit funds have been applied to accounts opened within the pandemic year.

**Presentation and Update Regarding COVID-19 Response Efforts**

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The City also received additional one-time federal Community Development Block Grant – Coronavirus (CDBG-V) funding in the amount of \$136,373. Per Council direction, \$100,000 was allocated for the Residential Food Distribution program; \$25,000 was allocated for Small Business PPE; \$11,373 was allocated for administrative services through our consultant, Michael Baker International. Staff anticipates holding a few more distribution events to spend the remainder of the funds.

On February 1, 2021, City Council approved a number of COVID Relief Programs for Residents and Businesses. Each program has an estimated cost, which is identified in the table below. In most cases, the estimated “cost” is a loss in revenue generated from each respective program.

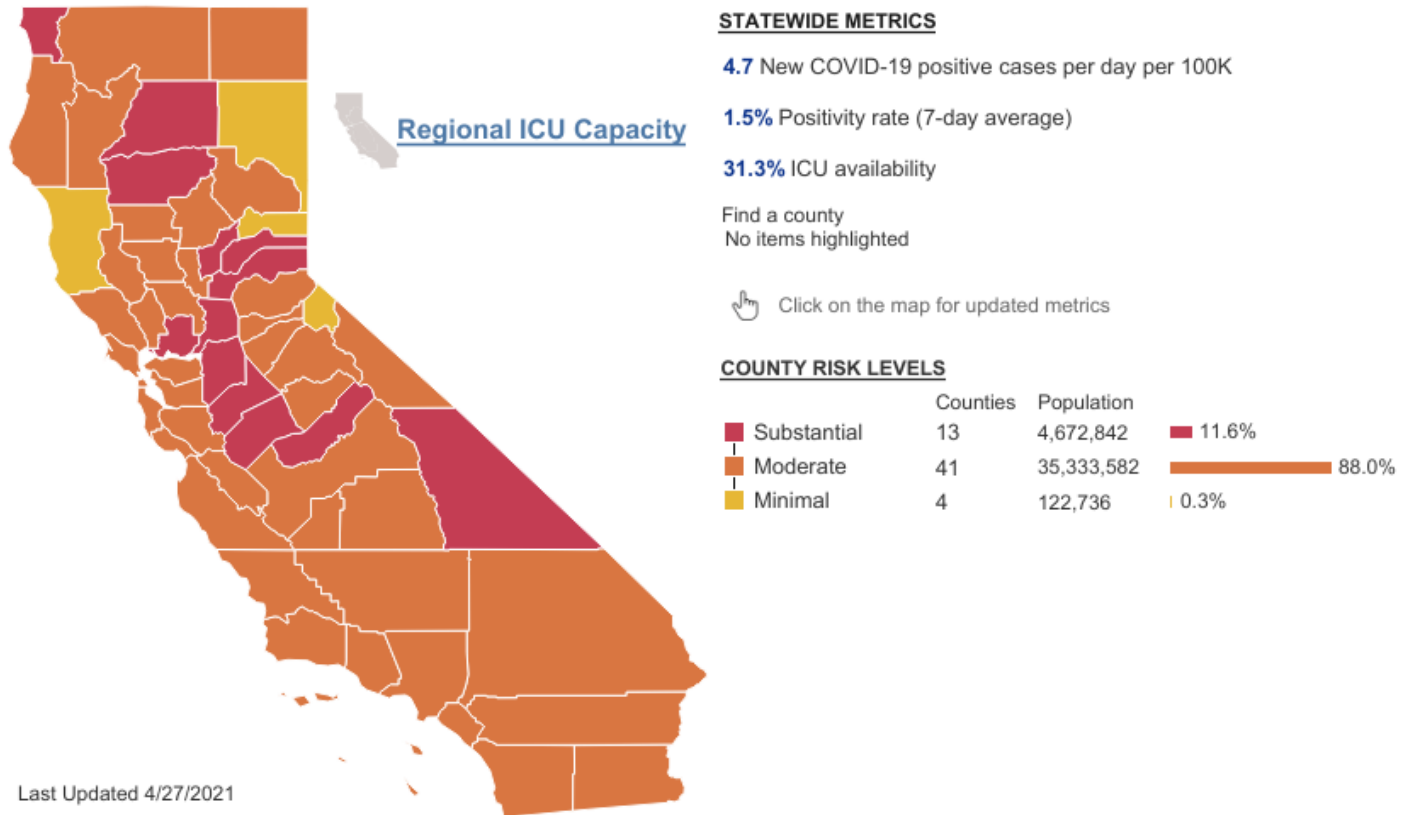
<b>COVID Relief Program</b>	<b>Est. Cost to General Fund</b>	<b>Est. Cost to Other Funds</b>
Waive Business License Processing Fees	\$68,000	-
Interest Free Payment Plan for Business License	-	-
Business License Delinquent Fee Amnesty Program	-	-
Mall Maintenance Assessment Waiver	\$85,000	-
Parking Maintenance Assessment Waiver	\$50,000	-
Non-Construction Permit Fee Waiver	\$4,500	-
Interest Free Payment Plan for Water/Sewer Utility Bills	-	-
Parking Ticket Reduction Program	\$150,000	-
Local Transit Support: Waive Mission City Transit Fares	-	\$15,000
<b>Total</b>	<b>\$357,500</b>	<b>\$15,000</b>

**ATTACHMENTS:**

- A. California Blueprint for a Safer Economy
- B. City of San Fernando and LA County Daily COVID-19 Data – as of March 31, 2021
- C. Johnson & Johnson Fact Sheet for Recipients and Care Givers
- D. COVID-19 Vaccine Frequently Asked Questions
- E. Myths about COVID-19 Vaccines
- F. COVID-19 Vaccine Scams

As of 4/27/21

## CALIFORNIA BLUEPRINT FOR A SAFER ECONOMY





County risk level	Adjusted case rate* 7-day average of daily COVID-19 cases per 100K with 7-day lag, adjusted for number of tests performed	Positivity rate** 7-day average of all COVID-19 tests performed that are positive	
		Entire county	Healthy equity quartile
<b>WIDESPREAD</b>  Many non-essential indoor business operations are closed	<b>More than 7.0</b> Daily new cases (per 100k)	<b>More than 8.0%</b> Positive tests	
<b>SUBSTANTIAL</b>  Some non-essential indoor business operations are closed	<b>4.0 – 7.0</b> Daily new cases (per 100k)	<b>5.0 – 8.0%</b> Positive tests	<b>5.3 – 8.0%</b> Positive tests
<b>MODERATE</b>  Some indoor business operations are open with modifications	<b>1.0 – 3.9</b> Daily new cases (per 100k)	<b>2.0 – 4.9%</b> Positive tests	<b>2.2 – 5.2%</b> Positive tests
<b>MINIMAL</b>  Most indoor business operations are open with modifications	<b>Less than 1.0</b> Daily new cases (per 100k)	<b>Less than 2.0%</b> Positive tests	<b>Less than 2.2%</b> Positive tests

\*Small counties (those with a population less than 106,000) may be subject to alternate case assessment measures for purposes of tier assignment.

\*\*Health equity metric is not applied for small counties. The health equity metric is used to move to a less restrictive tier.

## City of San Fernando Daily COVID-19 Data

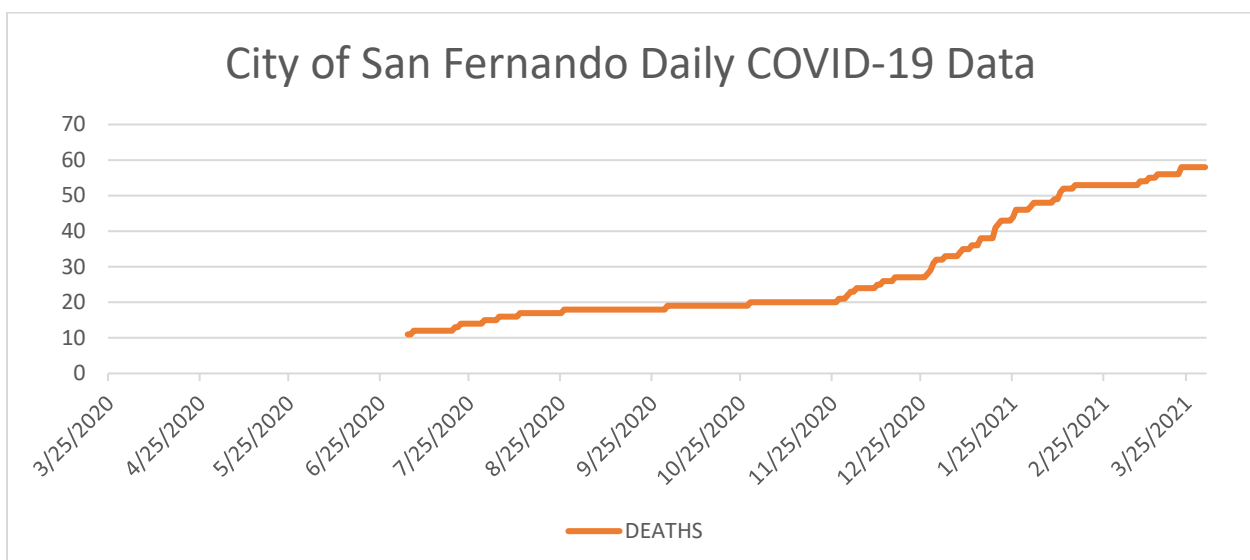
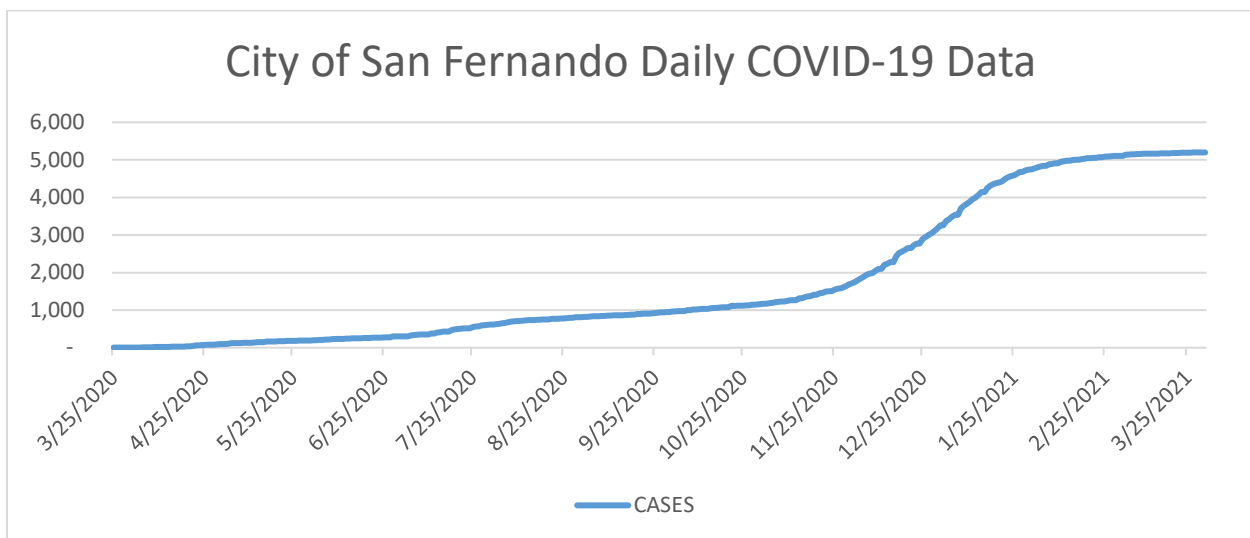
**SOURCE:**

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; statistics captured daily.

**Graph 1: Daily COVID-19 Cases and Deaths in the City of San Fernando (as of April 26, 2021)**

**Total Cases: 5,252**

**Total Deaths: 63**



## Los Angeles County Daily COVID-19 Data

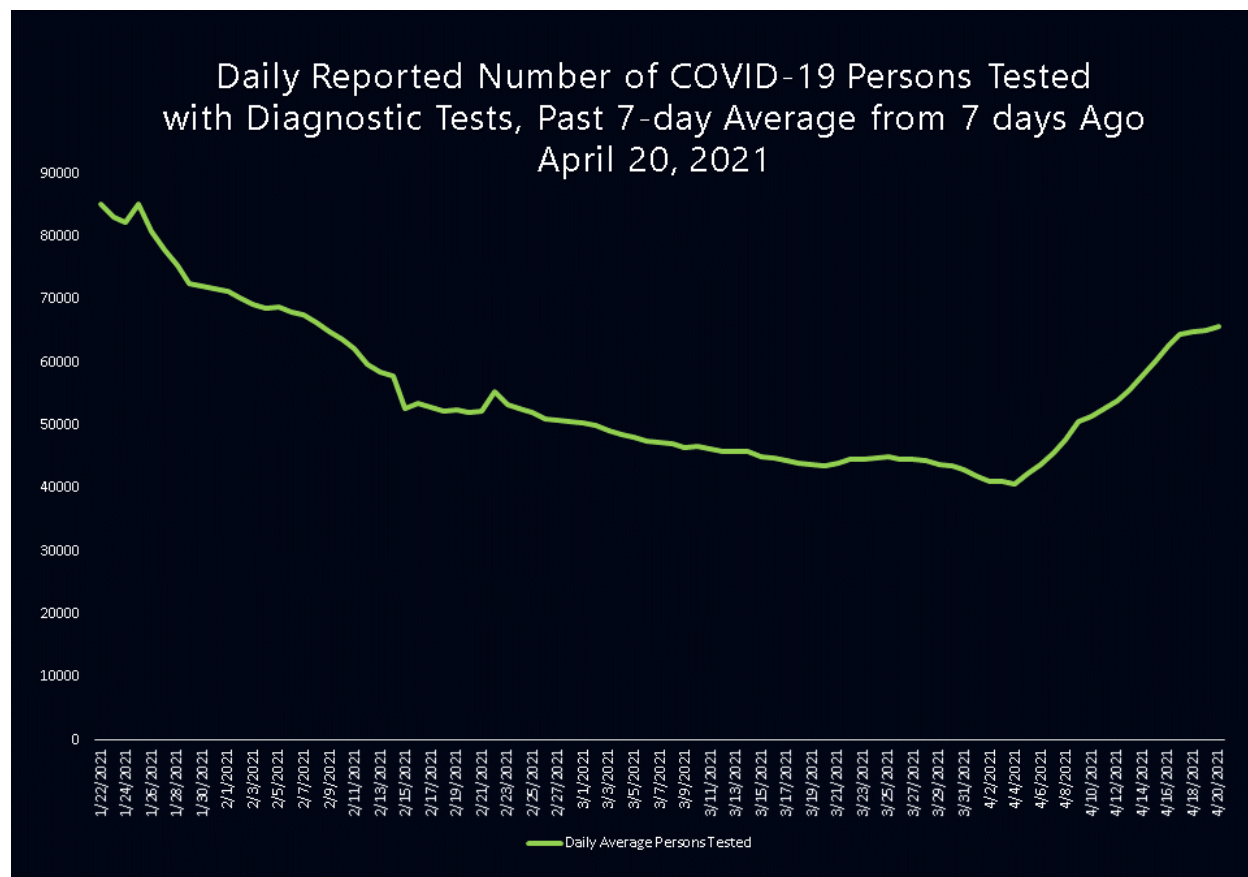
**SOURCE:**

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 4/28/21 @ 3 pm.

**Graph 1: Daily Reported Persons Tested for COVID-19**

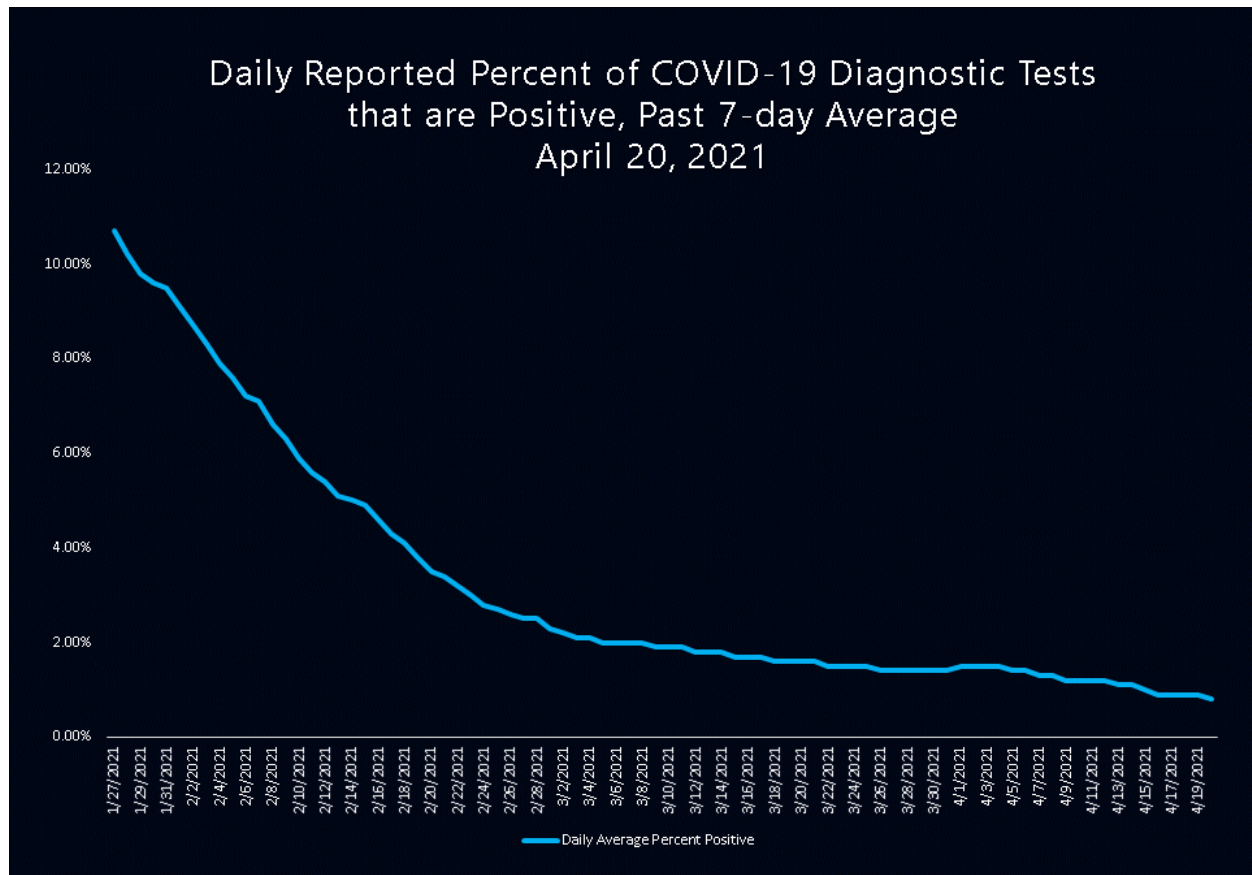
**7-Day Daily Average: 65,788**

**Total Number of People Tested: 6,453,904**



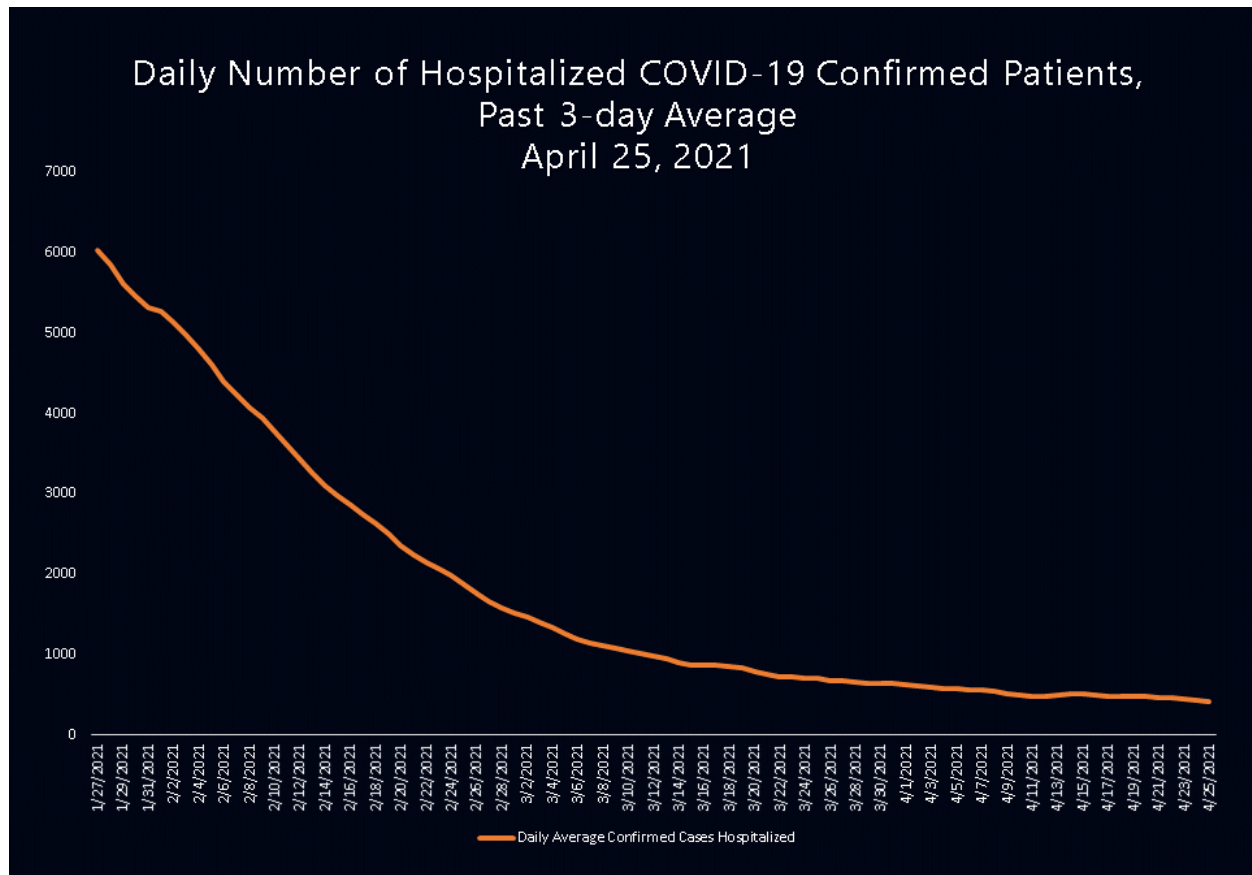
**Graph 2: Daily Reported Percent Positive for COVID-19**

**7-Day Daily Average: 0.80%**



### Graph 3: Daily Number of COVID-19 Hospitalizeds

**Current Hospitalizations (4/27/21): 411**



## FACT SHEET FOR RECIPIENTS AND CAREGIVERS

### EMERGENCY USE AUTHORIZATION (EUA) OF THE JANSSEN COVID-19 VACCINE TO PREVENT CORONAVIRUS DISEASE 2019 (COVID-19) IN INDIVIDUALS 18 YEARS OF AGE AND OLDER

You are being offered the Janssen COVID-19 Vaccine to prevent Coronavirus Disease 2019 (COVID-19) caused by SARS-CoV-2. This Fact Sheet contains information to help you understand the risks and benefits of receiving the Janssen COVID-19 Vaccine, which you may receive because there is currently a pandemic of COVID-19.

The Janssen COVID-19 Vaccine may prevent you from getting COVID-19. There is no U.S. Food and Drug Administration (FDA) approved vaccine to prevent COVID-19.

Read this Fact Sheet for information about the Janssen COVID-19 Vaccine. Talk to the vaccination provider if you have questions. It is your choice to receive the Janssen COVID-19 Vaccine.

The Janssen COVID-19 Vaccine is administered as a **single dose**, into the muscle.

The Janssen COVID-19 Vaccine may not protect everyone.

This Fact Sheet may have been updated. For the most recent Fact Sheet, please visit [www.janssencovid19vaccine.com](http://www.janssencovid19vaccine.com).

## WHAT YOU NEED TO KNOW BEFORE YOU GET THIS VACCINE

### WHAT IS COVID-19?

COVID-19 is caused by a coronavirus called SARS-CoV-2. This type of coronavirus has not been seen before. You can get COVID-19 through contact with another person who has the virus. It is predominantly a respiratory illness that can affect other organs. People with COVID-19 have had a wide range of symptoms reported, ranging from mild symptoms to severe illness. Symptoms may appear 2 to 14 days after exposure to the virus. Common symptoms may include: fever or chills; cough; shortness of breath; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; diarrhea.

### WHAT IS THE JANSSEN COVID-19 VACCINE?

The Janssen COVID-19 Vaccine is an unapproved vaccine that may prevent COVID-19. There is no FDA-approved vaccine to prevent COVID-19.

The FDA has authorized the emergency use of the Janssen COVID-19 Vaccine to prevent COVID-19 in individuals 18 years of age and older under an Emergency Use Authorization (EUA).

For more information on EUA, see the “**What is an Emergency Use Authorization (EUA)?**” section at the end of this Fact Sheet.

## **WHAT SHOULD YOU MENTION TO YOUR VACCINATION PROVIDER BEFORE YOU GET THE JANSSEN COVID-19 VACCINE?**

Tell the vaccination provider about all of your medical conditions, including if you:

- have any allergies,
- have a fever,
- have a bleeding disorder or are on a blood thinner,
- are immunocompromised or are on a medicine that affects your immune system,
- are pregnant or plan to become pregnant,
- are breastfeeding,
- have received another COVID-19 vaccine,

## **WHO SHOULD GET THE JANSSEN COVID-19 VACCINE?**

FDA has authorized the emergency use of the Janssen COVID-19 Vaccine in individuals 18 years of age and older.

## **WHO SHOULD NOT GET THE JANSSEN COVID-19 VACCINE?**

You should not get the Janssen COVID-19 Vaccine if you:

- had a severe allergic reaction to any ingredient of this vaccine.

## **WHAT ARE THE INGREDIENTS IN THE JANSSEN COVID-19 VACCINE?**

The Janssen COVID-19 Vaccine includes the following ingredients: recombinant, replication-incompetent adenovirus type 26 expressing the SARS-CoV-2 spike protein, citric acid monohydrate, trisodium citrate dihydrate, ethanol, 2-hydroxypropyl- $\beta$ -cyclodextrin (HBCD), polysorbate-80, sodium chloride.

## **HOW IS THE JANSSEN COVID -19 VACCINE GIVEN?**

The Janssen COVID-19 Vaccine will be given to you as an injection into the muscle.

The Janssen COVID-19 Vaccine vaccination schedule is a **single dose**.

## **HAS THE JANSSEN COVID-19 VACCINE BEEN USED BEFORE?**

The Janssen COVID-19 Vaccine is an unapproved vaccine. In an ongoing clinical trial, 21,895 individuals 18 years of age and older have received the Janssen COVID-19 Vaccine.

## **WHAT ARE THE BENEFITS OF THE JANSSEN COVID-19 VACCINE?**

In an ongoing clinical trial, the Janssen COVID-19 Vaccine has been shown to prevent COVID-19 following a single dose. The duration of protection against COVID-19 is currently unknown.

## **WHAT ARE THE RISKS OF THE JANSSEN COVID-19 VACCINE?**

Side effects that have been reported with the Janssen COVID-19 Vaccine include:

- Injection site reactions: pain, redness of the skin and swelling.
- General side effects: headache, feeling very tired, muscle aches, nausea, and fever.

There is a remote chance that the Janssen COVID-19 Vaccine could cause a severe allergic reaction. A severe allergic reaction would usually occur within a few minutes to one hour after getting a dose of the Janssen COVID-19 Vaccine. For this reason, your vaccination provider may ask you to stay at the place where you received your vaccine for monitoring after vaccination. Signs of a severe allergic reaction can include:

- Difficulty breathing,
- Swelling of your face and throat,
- A fast heartbeat,
- A bad rash all over your body,
- Dizziness and weakness.

Blood clots involving blood vessels in the brain, abdomen, and legs along with low levels of platelets (blood cells that help your body stop bleeding), have occurred in some people who have received the Janssen COVID-19 Vaccine. In people who developed these blood clots and low levels of platelets, symptoms began approximately one to two-weeks following vaccination. Most people who developed these blood clots and low levels of platelets were females ages 18 through 49 years. The chance of having this occur is remote. You should seek medical attention right away if you have any of the following symptoms after receiving Janssen COVID-19 Vaccine:

- Shortness of breath,
- Chest pain,
- Leg swelling,
- Persistent abdominal pain,
- Severe or persistent headaches or blurred vision,
- Easy bruising or tiny blood spots under the skin beyond the site of the injection.



These may not be all the possible side effects of the Janssen COVID-19 Vaccine. Serious and unexpected effects may occur. The Janssen COVID-19 Vaccine is still being studied in clinical trials.

### **WHAT SHOULD I DO ABOUT SIDE EFFECTS?**

If you experience a severe allergic reaction, call 9-1-1, or go to the nearest hospital.

Call the vaccination provider or your healthcare provider if you have any side effects that bother you or do not go away.

Report vaccine side effects to **FDA/CDC Vaccine Adverse Event Reporting System (VAERS)**. The VAERS toll-free number is 1-800-822-7967 or report online to <https://vaers.hhs.gov/reportevent.html>. Please include “Janssen COVID-19 Vaccine EUA” in the first line of box #18 of the report form.

In addition, you can report side effects to Janssen Biotech, Inc. at the contact information provided below.

<b>e-mail</b>	<b>Fax number</b>	<b>Telephone numbers</b>
JNJvaccineAE@its.jnj.com	215-293-9955	US Toll Free: 1-800-565-4008 US Toll: (908) 455-9922

You may also be given an option to enroll in **v-safe**. **V-safe** is a new voluntary smartphone-based tool that uses text messaging and web surveys to check in with people who have been vaccinated to identify potential side effects after COVID-19 vaccination. **V-safe** asks questions that help CDC monitor the safety of COVID-19 vaccines. **V-safe** also provides live telephone follow-up by CDC if participants report a significant health impact following COVID-19 vaccination. For more information on how to sign up, visit: [www.cdc.gov/vsafe](http://www.cdc.gov/vsafe).

### **WHAT IF I DECIDE NOT TO GET THE JANSSEN COVID-19 VACCINE?**

It is your choice to receive or not receive the Janssen COVID-19 Vaccine. Should you decide not to receive it, it will not change your standard medical care.

### **ARE OTHER CHOICES AVAILABLE FOR PREVENTING COVID-19 BESIDES JANSSEN COVID-19 VACCINE?**

Currently, there is no FDA approved alternative vaccine available for prevention of COVID-19. Other vaccines to prevent COVID-19 may be available under Emergency Use Authorization.

### **CAN I RECEIVE THE JANSSEN COVID-19 VACCINE WITH OTHER VACCINES?**

There is no information on the use of the Janssen COVID-19 Vaccine with other vaccines.

## WHAT IF I AM PREGNANT OR BREASTFEEDING?

If you are pregnant or breastfeeding, discuss your options with your healthcare provider.

## WILL THE JANSSEN COVID-19 VACCINE GIVE ME COVID-19?


No. The Janssen COVID-19 Vaccine does not contain SARS-CoV-2 and cannot give you COVID-19.

## KEEP YOUR VACCINATION CARD

When you receive the Janssen COVID-19 Vaccine, you will get a vaccination card to document the name of the vaccine and date of when you received the vaccine.

## ADDITIONAL INFORMATION

If you have questions or to access the most recent Janssen COVID-19 Vaccine Fact Sheets, scan the QR code using your device, visit the website or call the telephone numbers provided below.

QR Code	Fact Sheets Website	Telephone numbers
	<a href="https://www.janssencovid19vaccine.com">www.janssencovid19vaccine.com</a>	US Toll Free: 1-800-565-4008 US Toll: (908) 455-9922

## HOW CAN I LEARN MORE?

- Ask the vaccination provider.
- Visit CDC at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.
- Visit FDA at <https://www.fda.gov/emergency-preparedness-and-response/mcm-legal-regulatory-and-policy-framework/emergency-use-authorization>.

Contact your local or state public health department.

## WHERE WILL MY VACCINATION INFORMATION BE RECORDED?

The vaccination provider may include your vaccination information in your state/local jurisdiction's Immunization Information System (IIS) or other designated system. For more information about IISs visit: <https://www.cdc.gov/vaccines/programs/iis/about.html>.

## **CAN I BE CHARGED AN ADMINISTRATION FEE FOR RECEIPT OF THE COVID-19 VACCINE?**

No. At this time, the provider cannot charge you for a vaccine dose and you cannot be charged an out-of-pocket vaccine administration fee or any other fee if only receiving a COVID-19 vaccination. However, vaccination providers may seek appropriate reimbursement from a program or plan that covers COVID-19 vaccine administration fees for the vaccine recipient (private insurance, Medicare, Medicaid, HRSA COVID-19 Uninsured Program for non-insured recipients).

## **WHERE CAN I REPORT CASES OF SUSPECTED FRAUD?**

Individuals becoming aware of any potential violations of the CDC COVID-19 Vaccination Program requirements are encouraged to report them to the Office of the Inspector General, U.S. Department of Health and Human Services, at 1-800-HHS-TIPS or TIPS.HHS.GOV.

## **WHAT IS THE COUNTERMEASURE INJURY COMPENSATION PROGRAM?**

The Countermeasures Injury Compensation Program (CICP) is a federal program that may help pay for costs of medical care and other specific expenses for certain people who have been seriously injured by certain medicines or vaccines, including this vaccine. Generally, a claim must be submitted to the CICP within one (1) year from the date of receiving the vaccine. To learn more about this program, visit [www.hrsa.gov/cicp](http://www.hrsa.gov/cicp) or call 1-855-266-2427.

## **WHAT IS AN EMERGENCY USE AUTHORIZATION (EUA)?**

The United States FDA has made the Janssen COVID-19 Vaccine available under an emergency access mechanism called an EUA. The EUA is supported by a Secretary of Health and Human Services (HHS) declaration that circumstances exist to justify the emergency use of drugs and biological products during the COVID-19 pandemic.

The Janssen COVID-19 Vaccine has not undergone the same type of review as an FDA-approved or cleared product. FDA may issue an EUA when certain criteria are met, which includes that there are no adequate, approved, and available alternatives. In addition, the FDA decision is based on the totality of scientific evidence available showing that the product may be effective to prevent COVID-19 during the COVID-19 pandemic and that the known and potential benefits of the product outweigh the known and potential risks of the product. All of these criteria must be met to allow for the product to be used during the COVID-19 pandemic.

The EUA for the Janssen COVID-19 Vaccine is in effect for the duration of the COVID-19 declaration justifying emergency use of these products, unless terminated or revoked (after which the products may no longer be used).

Manufactured by:  
Janssen Biotech, Inc.  
a Janssen Pharmaceutical Company of Johnson & Johnson  
Horsham, PA 19044, USA



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For more information, call US Toll Free: 1-800-565-4008, US Toll: (908) 455-9922 or go to [www.janssencovid19vaccine.com](http://www.janssencovid19vaccine.com)

Revised: Apr/23/2021



Scan to capture that this Fact Sheet was provided to vaccine recipient for the electronic medical records/immunization information systems.

Barcode Date: 02/2021



# COVID-19 VACCINES - FREQUENTLY ASKED QUESTIONS

Updated 4/17/21. This update provides information on the three COVID-19 vaccines that are now authorized in the US. These vaccines are made by Moderna, Pfizer, and Janssen/Johnson & Johnson (J&J).

## Why is vaccination important?

Vaccination is a safe and effective way to prevent disease. Vaccines save millions of lives each year. When we get vaccinated, we aren't just protecting ourselves, but also those around us. You can help stop the pandemic by getting a COVID-19 vaccine when one is available to you.

## How well do the vaccines work?

In the vaccine studies, all 3 vaccines were very effective at preventing severe illnesses, hospitalizations, and deaths from COVID-19. You can't directly compare the results of the trials for the J&J/Janssen and the mRNA vaccines because:

- The studies were done at different times and in different locations - so the level of infection in the communities and the type and number of viral variants varied.
- The studies used different groups of people who had different rates of underlying illness.
- The studies used different definitions of cases, side effects, and serious events.

Because all three vaccines performed equally well at preventing serious illness, hospitalizations, and deaths, the best vaccine to get is the one that is being offered to you.

## GETTING THE VACCINE

### Will I have to pay to get a COVID-19 vaccine?

No. If you have insurance, your doctor or pharmacy may charge your insurance company a fee for giving the vaccine. People without health insurance can get COVID-19 vaccines at no cost. There are no out-of-pocket payments for anyone.

### Will I be asked about my immigration status when I get a COVID-19 vaccine?

No. COVID-19 vaccine is being given to Los Angeles County residents at no cost regardless of immigration status. You should not be asked about your immigration status when you get a COVID vaccine. Your medical information is private and getting a COVID-19 vaccine does not affect your immigration status.

### Where is vaccine being given?

Public Health and county, city, community, and healthcare partners are working together to vaccinate people in eligible groups at many different locations. Vaccines are available at over 600 vaccination sites throughout LA County.

These include:

- Large vaccination sites called PODs (Point of Dispensing sites) or hubs
- Health clinics and Federally Qualified Health Centers (FQHCs)
- Pharmacies
- Some workplaces, including hospitals
- Some senior housing developments and senior centers
- Mobile vaccination units
- Skilled nursing facilities (SNFs) and long-term care facilities with congregate living, such as assisted



living

- Special community vaccination sites run by Public Health and county, city, community, and healthcare partners

### How can I make an appointment?

Visit [VaccinateLACounty.com](https://vaccinate.lacounty.gov), click on “How to Make an Appointment” and follow the steps on the webpage. Residents with disabilities or without computer access can call 1-833-540-0473 between 8:00 am and 8:30 pm 7 days a week for assistance with appointments.

You can also check with your usual healthcare provider as you may be able to be vaccinated at one of their facilities. A list of facilities and providers offering vaccine is available on [VaccinateLACounty.com](https://vaccinate.lacounty.gov) or by clicking [here](#).

### I just moved to LA County and my 2nd dose of vaccine is due. Where can I get my 2nd dose?

Visit the appointment webpage (see instructions above) and look for a location that offers the same type of vaccine that you got for your first dose. The type of vaccine is shown next to the name of the location on the webpage and/or in the appointment booking system. Be sure to bring your CDC vaccination card and Photo ID to your 2nd dose appointment.

### How many doses of COVID-19 vaccine will I need?

- For the J&J/Janssen vaccine, you just need a single dose.
- The Pfizer vaccine is given as 2 doses 21 days apart.
- The Moderna vaccine needs 2 doses given 28 days apart.
- If you are late getting the second dose of a 2-dose series, you do not need to start over. It is important to get the same kind of vaccine for both doses.

With all 3 vaccines, you are not considered to be [fully vaccinated](#) until 2 weeks after your last vaccine.

### When am I considered to be fully vaccinated?

People are considered [fully vaccinated](#):

- 2 weeks after their second dose in a 2-dose series (the Pfizer or Moderna vaccines), or
- 2 weeks after a single-dose vaccine (the Johnson & Johnson/Janssen vaccine)

If it has been less than 2 weeks since your shot, or if you still need to get your second dose, you are NOT fully protected. Keep taking all [prevention steps](#) until you are fully vaccinated.

We don't know how long the protection from the vaccine will last yet. This means we don't know if you will need to get a booster dose in the future.

### Can I get sick leave when I go to get my vaccine or if I am unable to work afterwards?

Covered Employees in the public or private sectors who work for employers with more than 25 employees are entitled to up to 80 hours of COVID-19 related sick leave from January 1, 2021 through September 30, 2021. This includes attending a vaccine appointment or being unable to work or telework due to vaccine-related symptoms. For more information, see the 2021 COVID-19 Supplemental Paid Sick Leave [FAQs](#) and [poster](#).



## VACCINATION RECORDS

### What is the white vaccine record?

The CDC COVID-19 Vaccination Record Card (white card) is the official proof of vaccination. Everyone should be given one when they are vaccinated. **Please keep it safe as it cannot be replaced.** Consider taking a photo or making a photocopy of it.

### What can I do if I lose my white card?

If you did not get a white card, or you lost it, there are 2 ways to get a copy of your official record from the state's California Immunization Registry (CAIR).

- Ask your primary care provider to look up your vaccination record in the California state immunization registry (CAIR) and give you a copy.
- Request a copy of your vaccination record directly from the state immunization registry, CAIR. Please wait at least 2-3 weeks after you are vaccinated before making the request and know that this request may take an additional 2-3 weeks given the high demand. Complete the online [Authorization To Release Form](#). Have a scan or photo of a current official picture ID ready to upload as the form must be completed in a single session. You will receive a record by email. The record can only be requested online and can only be provided by email. For more information, visit [cairweb.org](http://cairweb.org).

### Can I get a digital vaccination record?

- The CDC white card or CAIR record is your official proof of your COVID vaccination. You may receive a digital record in addition to your white card as a convenience, but it may not be accepted at all places/companies as the official proof of vaccination.
- Several different kinds of digital reminders and records are being used in LA County. The type depends on the record keeping system used by the provider who administered the vaccine. Most systems require the person being vaccinated to give an email address and/or cell phone number when they make an appointment or get vaccinated. Ask your provider when you get your vaccine about a digital record.
- The Los Angeles County Department of Public Health (DPH) has partnered with [Healthvana](#) to provide a digital copy of the vaccination record to people who are vaccinated at Department of Public Health locations, select community clinics (that are not part of a hospital system), pharmacies, or FEMA sites in Los Angeles County. For more information on Healthvana and electronic records, see the DPH "[After you get a vaccine](#)" webpage.

## ABOUT THE VACCINE

### How many COVID-19 vaccines are there?

Around the world over 50 COVID-19 vaccines are being tested in humans. Three vaccines are allowed in the United States so far. They are made by Pfizer, Moderna, and Janssen, a company owned by Johnson & Johnson.

### How do vaccines work?

Vaccines work by preparing your body's natural defenses to recognize and fight off germs.



- Some vaccines contain dead or weakened versions of the germ.
- Others contain substances made to look like part of the germ.
- The COVID-19 vaccines teach the body to make proteins that look like part of the germ. (See the question “How do the COVID-19 vaccines work?” for more information).

When you get a vaccine, your immune system responds.

It:

- Makes antibodies. These are proteins produced naturally by the immune system to fight disease.
- Prepares your immune cells to respond to future infection.
- Remembers the disease and how to fight it. If you are exposed to the germ after getting the vaccine, your immune system can quickly destroy it before you become sick.

This is what makes vaccines so effective. Instead of treating a disease after it happens, vaccines can prevent us from getting sick in the first place.

### How do the COVID-19 vaccines work?

None of the COVID-19 vaccines contain the virus that causes COVID-19 in any form. All 3 COVID-19 vaccines work by teaching our cells how to make harmless spike proteins (the crown-like spikes on the surface of the COVID-19 virus). Making the spike protein does not harm our cells.

- When we are vaccinated, the spike proteins show on the surfaces of our cells. Our immune system sees them and knows that they don’t belong there.
- Our bodies react by building an immune response. It makes antibodies that can act against the COVID-19 virus’s spike protein and it prepares immune cells. This will protect us if we are exposed to the virus in the future.

The COVID-19 vaccines differ in how they teach our cells to make the spike protein

- The vaccines made by Pfizer and Moderna are called mRNA vaccines. Messenger RNA (mRNA) is genetic material that tells our bodies how to make proteins. The mRNA in the vaccine is wrapped in oily bubbles (known as lipid nanoparticles or LNPs). When the mRNA enters our cells, it teaches them how to make copies of the spike protein.
- The vaccine made by J&J/Janssen is called a viral vector vaccine. It is made of genetic instructions (DNA) inside a ‘viral vector’ that is used to carry the DNA into our cells. (The viral vector is a harmless version of a common cold virus). Our cells read the genetic material and make mRNA, and this mRNA teaches our cells to make the spike protein.

You can learn more on the [Understanding How COVID-19 Vaccines Work](#) CDC website.

### What is in the vaccines?

For a full list of ingredients, please see each vaccine’s Fact Sheet for Recipients and Caregivers: [Pfizer-BioNTech COVID-19 vaccine](#), [Moderna COVID-19 vaccine](#), and [J&J/Janssen COVID-19 vaccine](#). None of the vaccines contain eggs, gelatin, latex, or preservatives.

### Do the COVID-19 vaccines contain aborted fetal cells?

No, none of COVID-19 vaccines authorized for use in the United States contain any fetal tissue or fetal cells.

- **Pfizer and Moderna** did not use any fetal cell lines to develop or produce their COVID-19 vaccines. But they did use a fetal cell line for laboratory testing before their vaccines were tested on people.





- **Johnson & Johnson** used a fetal cell line to develop and test their COVID-19 vaccine. They also use it for production. The COVID-19 vaccines themselves do not contain any fetal cells.

The cell lines were made in laboratories from cells from 2 abortions conducted in 1973 and 1985. None of the fetal cells used came from a recent abortion or from an abortion done for the sole purpose of vaccine development or other research.

The Catholic Church has reviewed the use of fetal cells for this purpose and gone on to state that “it is morally acceptable to receive COVID-19 vaccines that have used cell lines from aborted fetuses in their research and production process.” If this issue is of concern to you, we encourage you to review the document [COVID-19 Vaccine and Fetal Cell Lines](#) carefully so you can make an informed decision about getting vaccinated.

## SAFETY AND SIDE-EFFECTS

### Can you get COVID-19 from a vaccine?

No. The vaccines cannot give you COVID-19. But you could have been infected before you got the vaccine and then started showing symptoms afterwards. It can take up to 14 days for symptoms to appear after you have been infected. It is also possible to get infected after you get vaccinated, because it takes time for your body to build immunity and, even though the vaccines are very effective, none are 100%.

None of the COVID-19 vaccines have the virus that causes COVID-19 in them. The viral vector in the J&J/Janssen vaccine is a harmless version of a common cold virus. It can't replicate inside our cells or cause illness and it cannot change our DNA in any way.

Sometimes people get a fever or feel tired for a day or so after getting a vaccine. These vaccine side-effects are normal and are a sign that the body is building immunity.

### What are the side-effects of the COVID-19 vaccines?

You may get side-effects, like the ones after the flu vaccine or shingles vaccine after getting a COVID-19 vaccine. For two-dose vaccines, side-effects are more common after the second dose. These side effects may affect your ability to do daily activities, but they should go away within a day or two. Not everyone gets side-effects. They may include:

- Fever, chills, and muscle aches
- Headache
- Feeling tired
- Sore or red arm

Side effects are normal and a sign that the vaccine is working. It shows your body is learning to fight a germ and build up immunity. Not everyone gets side-effects. It is important to get the second dose even if you get side effects after the first dose unless a vaccination provider or your doctor tells you not to.

### Are the COVID-19 vaccines likely to have any long-term side effects?

Long term side effects following any vaccination are extremely rare. Vaccine monitoring has historically shown that if side effects are going to happen, they generally happen within six weeks of receiving a vaccine dose. For



this reason, the Food and Drug Administration required each of the authorized COVID-19 vaccines to be studied for at least two months (eight weeks) after the final dose. CDC continues to closely monitor COVID-19 vaccines. If scientists find a connection between a safety issue and a vaccine, FDA and the vaccine manufacturer will work toward an appropriate solution to address the specific safety concern (for example, a problem with a specific lot, a manufacturing issue, or the vaccine itself). This is what is happening after safety monitoring detected an unusual type of blood clot in women who received the J&J vaccine (see below).

### Why is the Johnson and Johnson vaccine being paused?

On 4/13/21, the Food and Drug Administration (FDA) and the Centers for Disease Control and Prevention (CDC) recommended a pause in the use of the Johnson & Johnson (J&J) vaccine. This was because 6 women in the US developed an unusual type of blood clot and a low platelet count 6-13 days after they received the vaccine. The type of blood clot is called cerebral venous sinus thrombosis (CVST). These cases are very rare - almost 7 million doses of the J&J vaccine have been given in the US and as of 4/13/21 there have only been 6 reported cases. The pause was recommended out of an abundance of caution while the FDA and the CDC review the data. For more information, please see the [Frequently Asked Questions](#) on the Johnson & Johnson COVID-19 Vaccine Pause.

### If I get an adverse reaction (possible side effect) after I am vaccinated, how should I report it?

If you have an adverse event (possible side effect) after you are vaccinated, even if you aren't sure that the vaccine caused it, please report it to VAERS. The Vaccine Adverse Event Reporting System is an early warning system that the FDA and CDC use to detect possible safety problems. To make a report, call 1-800-822-7967 or visit <https://vaers.hhs.gov/reportevent.html>.

If you have signed up for [V-Safe](#), CDC's after vaccination health checker, you can also report your symptoms through the smart phone app.

Neither VAERS nor V-safe provide medical advice. If you have symptoms or health problems that concern you at any time following COVID-19 vaccination, please contact your healthcare provider or seek medical treatment.

### Will getting the vaccine cause me to test positive on a COVID-19 test?

No. Vaccines won't cause you to test positive on a PCR or antigen viral test (like the swab test) that looks for current COVID-19 infection. You may test positive on some antibody (blood) tests. This is because one of the ways that vaccines work is to teach your body to make antibodies.

See the public health testing webpage [ph.lacounty.gov/covidtests](https://ph.lacounty.gov/covidtests) to learn more about COVID-19 tests.

## WHO CAN GET THE VACCINE?

### If I have already had COVID-19, do I still need to get vaccinated?

Yes. You do need the vaccine even if you have had COVID-19. We don't yet know how long you are protected after you have had COVID-19, so it is important to have the vaccine to strengthen your immunity. It is safe to get the vaccine after getting COVID-19 but you should wait until after your isolation period is over. This is so that you don't infect healthcare workers and others when you go to get vaccinated. If you have had monoclonal



antibody or convalescent treatment, you should wait for 90 days before getting a COVID-19 vaccine.

### Can children get the COVID-19 vaccine?

No. People under the age of 16 cannot get COVID-19 vaccine at this time. There isn't enough information available yet about the use of these vaccines in children. People age 16 and 17 can get the Pfizer vaccine. The Moderna and J&J/Janssen vaccines are for people 18 and older.

### Can people with weak immune systems get a COVID-19 vaccine?

Yes. People with weak immune systems may be at higher risk of getting COVID-19 and more likely to become very sick. They can get any of the 3 vaccines but are advised to talk to their doctor about the best time to be vaccinated. The vaccine studies included some people with weak immune systems, such as cancer and stable HIV and their side effects were not different. But we don't know how well the vaccines will work for people with weak immune systems compared to people with normal immune systems.

### Can people with allergies get a COVID-19 vaccine?

It depends.

- People who are allergic to things like oral medication, food, pets, or pollen, or people who have a family history of allergies, can be vaccinated.
  - But people who have had an allergic reaction to a vaccine, injectable therapy, polyethylene glycol (PEG), or polysorbate should talk to their doctor to decide if it is safe for them to get vaccinated.
  - There is a small risk of severe allergic reaction with any vaccine.
  - Everyone is observed for allergic reactions after getting a COVID-19 vaccine
- Information about allergic reactions may change. Be sure to check the latest guidance on the CDC [COVID-19 Vaccines and Allergic Reactions](#) webpage and talk to your doctor.

### Can pregnant women get the vaccine?

Yes. Pregnant women can choose to receive any of the 3 vaccines, but it is a personal decision, and they may want to talk it through with their doctor.

- Pregnant women who get COVID-19 are more likely to get sick. They may also be more likely to get pregnancy complications like preterm birth.
- There is limited information about the safety of COVID-19 vaccines during pregnancy as pregnant women were not included in the vaccine studies. However, based on what we know about how these vaccines work, experts do not believe they pose a risk.
  - Pregnant women were not enrolled in the studies, but animal studies did not show any safety concerns.
  - The same vector in the J&J/Janssen vaccine was used in pregnant women in other trials and found to be safe for both mother and infant.
  - Many pregnant women who have received the vaccine are being monitored and so far, no safety concerns have been identified.

### Can women who are breastfeeding get the vaccine?

Yes. Lactating women were not included in the vaccine studies so there are no data on the safety of COVID-19 vaccines in these women or the effects of the vaccines on the breastfed infant or milk production. However,



based on what we know about how these vaccines work, they are not thought to be a risk for the mother or baby. Women who are breastfeeding may choose to be vaccinated.

## PROTECTING MYSELF AND OTHERS

### What if I get symptoms of COVID-19 after I have been vaccinated?

You should get tested and stay home and away from others if you have:

- Vaccine side-effects that last more than 2 days
- Symptoms that start more than 2 days after you get the vaccine
- Cough, shortness of breath, runny nose, sore throat, or new loss of taste or smell – these symptoms are NOT side effects of the vaccine

It is still important to watch out for symptoms of COVID-19 even if you have been vaccinated, especially if you've been around someone who is sick.

### Why do we need a vaccine if we can do other things, like social distance and wear masks?

We need to do as much as we can to stop the pandemic. Vaccines boost your immune system so it will be ready to fight the virus if you are exposed. Other steps, like masks and social distancing, help lower your chance of being exposed to or spreading the virus. Together, these tools offer the best protection.

### What can I do now to help protect myself from getting COVID-19 until it is my turn to get a vaccine?

To protect yourself and others, follow these recommendations:

- Cover your mouth and nose with a mask when you are around others.
- Avoid crowds and poorly ventilated spaces (outside or well-ventilated spaces are safer).
- Stay at least 6 feet away from others.
- Wash your hands often.

See guidance for [reducing your risk](#). You should do this even after you are fully vaccinated.

### Can I stop wearing a mask once I am vaccinated?

Only in some situations. Once you are [fully vaccinated](#):

- You can visit indoors with a small number of other [fully vaccinated people](#) without wearing a mask or physically distancing.
- You can visit indoors with unvaccinated people from one other household without masks or distancing unless any of those people or anyone they live with has an increased risk for severe illness from COVID-19.

You should still take steps to [protect yourself](#) and others in many situations, such as when you are:

- In public
- Gathering with unvaccinated people from [more than one](#) other household
- Visiting with an unvaccinated person who is at increased risk of severe illness or death from COVID-19 or who lives with a person at increased risk

You should still avoid medium or large-sized gatherings.



**If I am vaccinated and am exposed to someone who has COVID-19, do I need to quarantine?**

If you do not have symptoms and you are [fully vaccinated](#) you do not need to quarantine or get tested (unless you live in a group setting like a correctional or detention facility or group home). But you must monitor your health for symptoms of COVID-19 for 14 days and continue to protect yourself and others.

# Myths about COVID-19 Vaccines

Los Angeles County Department of Public Health

**Myth 1:** The vaccine was developed too fast – I don't think they know enough about it.

**The Facts:** These vaccines could be made fast and still be safe for three simple reasons.

- There was a lot of research done on the kind of virus that causes COVID-19 before this virus showed up. So scientists had a big head start about the kind of vaccine that would work best to fight this virus.
- A lot of government money was spent to get many companies to work on this vaccine and to put all of their scientists to work on it around the clock. That helped speed everything up.
- While every step that has to be followed to make a new vaccine and be sure it is safe was followed, some of the steps were done at the same time instead of one after another. It is like cooking several parts of a meal at once instead of cooking one course at a time. You get done sooner but it's just as good.

**In fact, the two vaccines that have been approved to protect against COVID-19 were studied on more than 70,000 volunteers, including adults of all ages and different racial and ethnic groups, and were found to work very well and be equally safe for all.**

**Myth 2:** Only 1% of people who get COVID-19 die of it. Won't the vaccine kill more people than that?

**The Facts:** COVID-19 is a lethal disease. Seasonal flu can be very dangerous but it kills about one person in every thousand infected, while COVID-19 kills one out of a hundred people who are infected. No one has died from the two approved vaccines.

- Some people wonder if that could be just because volunteers who took part in vaccine trials were not tracked for long enough for us to know if there will be deaths. It's true that we only have 3 months of experience watching people who got these vaccines, but we do have experience with other vaccines and the vast majority of ill effects show up within hours or days. There is no basis for believing we will see something different here.

**Myth 3:** The vaccines can make you sick with COVID 19

**The Facts:** The current vaccines don't include the virus in any form – no live virus, no weakened virus, no dead virus. You just cannot get the disease from the vaccine.

- Some other vaccines use the virus they are fighting in some form to charge up an immune response. The current COVID-19 vaccines do not work that way so there is no way that they could give you COVID-19.
- It is possible to catch the disease in the first few days after your vaccination before the vaccine has a chance to work, but that would not mean you got sick from the vaccine. For most people, the vaccine needs 7 days before it starts to work. And both these vaccines require a second dose before a person is fully protected from getting sick from the virus.

**It is easy to be confused about this, because you might feel some side effects for a while after getting the vaccine. In fact, about half of the volunteers who tested these vaccines experienced some side effects: most of these effects were mild and did not require any treatment or change in daily activity and lasted for 1-2 days. What they were feeling was not COVID-19, however, not even a mild case of COVID-19. They were feeling the symptoms of an**



# Myths about COVID-19 Vaccines

Los Angeles County Department of Public Health

immune response, which means that the vaccine was at work developing antibodies to protect them from COVID-19.

**Myth 4:** These vaccines use genetic material to fight the virus. That means they can affect our genes.

**The Facts:** These vaccines do use genetic material, called mRNA (that stands for “messenger” RNA) to fight the virus but it doesn’t do anything to your genes.

- Just as its name says, mRNA works like a messenger. In this case, the mRNA used in the vaccine tells your body to make a protein that kicks your immune system into action. The mRNA lets your body get a message from the virus without having to run into the virus directly.
- But it doesn’t affect your genes. Keep in mind that you encounter genetic material from other plants and animals all the time, when you eat them. Your body breaks them down into their basic chemicals, using the proteins and fats and carbohydrates they contain to give you energy and make your cells work.

Like the food you eat, the mRNA you get in a vaccine does have an affect on your health, but it doesn’t change your genes or your DNA.

**Myth 5:** They say that childhood vaccines can cause autism – don’t these vaccines contain dangerous chemicals that can have serious health effects?

**The Facts:** Not true on either count. Childhood vaccines are one of the best and safest protections against dangerous diseases that have been developed and these vaccines have been carefully tested for safety as well.

- First about the autism scare – it was started by an English doctor who was later shown to be a fraud. The lie lived on because some celebrities bought in and ran with it. The result? Millions of dollars wasted on proving the truth over and over (for example, one study looked at every single baby born in Denmark for 8 years and showed there was absolutely no link). Even so, some scared parents still avoid vaccines and we see deadly outbreaks of diseases we could totally prevent.
- The list of ingredients in the COVID vaccines is pretty simple – mRNA, plus some fats (called “lipids,” which is another word for fats) plus some salt and sugar to stabilize the mix. You can actually find the ingredients on the Food and Drug Administration’s COVID-19 vaccine [website](#). Nothing you’ll see is out of the ordinary.

**Myth 6:** The vaccine contains a micro chip that can be used to track my movements.

**The Facts:** The vaccine does not contain any kind of tracking device whatsoever.

- This story seems to have spread on the Internet based on a Facebook post that said Bill Gates was planning to use a microchip to identify people who have been tested for COVID-19. In fact, Mr. Gates had commented on a research study that had nothing to do with COVID-19 and nothing to do with anything being implanted. The study was about a method

# Myths about COVID-19 Vaccines

## Los Angeles County Department of Public Health

to be sure who has gotten vaccinated in countries that have high death rates from vaccine preventable diseases and poor health data systems. Like the story about autism, this is a story that is hard to stop even after it has been debunked over and over.

**Myth 7:** The vaccine is being pushed on people against their will.

**The Facts:** Getting the vaccine is totally voluntary. Doctors and public health officials are trying to provide people with good information on the safety and effectiveness of these vaccines so that they can make an informed decision when it is their turn to be offered the vaccine. No one is required to get vaccinated.

**Myth 8:** You can't trust the people who made these vaccines. Big Pharma –the people who developed these vaccines, are just out to make money, and they pay doctors to say their products are safe.

**The Facts:** While there are terrible examples of drug companies putting profit before safety (for example, by aggressively promoting highly addictive opioid painkillers), the process for developing these vaccines and the make-up of the products themselves has been transparent, with more information available to independent scientists than ever before.

- The development of these vaccines has been carried out in the public eye. In fact, reviews of vaccine safety and efficacy (a term used to mean that the vaccines work) have been published for anyone to read. That means you or your doctor can read the reviews and decide whether the research seems solid and the findings are believable.
- The people reviewing the research include medical leaders from diverse settings all over the country and observers (non-voting members) representing a wide range of medical groups, including some that have fought hard against medical racism. They have not been paid for this work – they have been involved to verify the quality of the research and to assure that equity is protected throughout the process. For a list of names of the reviewers and the places they work, visit the Advisory Committee on Immunization Practices (ACIP) [website](#). You can learn more about these people by looking them up online.
- Doctors do not make extra money for giving vaccines. They are paid for a medical visit, same as any other primary care visit.

**Myth 9:** Black and Latinx communities are being singled out to get the vaccine because it hasn't really been proven to be safe.

**The facts:** There are certainly historical reasons for Black and Latinx communities to fear being singled out. The concern is justified because people of color and marginalized groups have, in the past, been coerced and subjugated to participating in drug trials and medical procedures without informed consent, patient protections, or ethical practices. That is not the case here, however. Black and Latinx communities have not been singled out to get the vaccine. But groups are being offered the vaccine based on the risks faced by the people in the group. So, the answer is NO to singling anyone out but YES, Black and Latinx communities could be



# Myths about COVID-19 Vaccines

## Los Angeles County Department of Public Health

**offered the vaccines earlier than other communities where infection, hospitalization and death rates have not been as high.**

**Consider the following:**

- The two vaccines now available were tested on diverse populations. In fact, efforts were made to assure inclusion of Black and Latinx volunteers in proportions equal to their proportion in the population just to make sure there weren't factors that would make a vaccine less effective or less safe in either of those groups. A big effort was made to include members of those groups, to assure that they would not be victims of medical neglect, which is the other side of the coin in regard to medical racism.
- The very top priority for getting vaccinated now that the vaccines are available are frontline workers in healthcare. This includes clinical staff such as doctors, nurses, and therapists as well as people who work in other areas like laboratories and hospital environmental services. They are prioritized because they are at higher risk of being exposed to the virus and they are critical to keeping other people alive. These same criteria are being used to decide who is next in line, as we need to prioritize vaccinating some people before others while there is limited supply of the vaccine. Once there is plenty of vaccine available, everyone who wants to get vaccinated should have easy access to the vaccine.
- There is good reason for Black and Latinx communities to demand equal and early access to vaccination. Black and Latinx residents, along with Native Americans and Native Hawaiians, have been most likely to be infected (often as a result of poor working or living conditions), most likely to require hospitalization if infected, and most likely to die from COVID-19. They're also the communities that suffer most severe consequences if illness excludes them from the workforce. If you see billboards or hear advertising encouraging Black and Latinx residents of LA to opt for vaccination, it reflects these concerns. LA wants those who have been hardest hit to have the opportunity to be vaccinated as soon as possible.

**The stakes for Black and Latinx residents of LA are high. Please read what you can about the vaccines from reliable sources and talk to well-informed people you trust – your doctor, a science teacher you know, a pharmacist – and ask them to respond to your questions and concerns. Your questions are important and deserve to be answered by knowledgeable and trusted individuals.**

**Myth 10:** **I don't need the vaccine if I already had COVID-19.**

**The Facts:** **We don't know how long natural immunity – the immunity you get from having been sick – lasts. We also don't know if it is complete. There have been a few well-documented cases of people being infected twice. So even if you have had COVID-19 and recovered, you will benefit from the vaccine.**

**Be a smart health care consumer**

# COVID-19 Vaccine Scams

Whenever there is a health crisis, scammers will find ways to cheat people out of their money. During the coronavirus pandemic, they are taking advantage of fear, anxiety, and confusion about COVID-19. They sell things that don't work, charge money for things that are free, and steal personal information.



**Scammers are targeting local residents with new, vaccine-related schemes. Beware!**

## **If someone offers to sell you an appointment to be vaccinated, it's a scam.**

- While vaccine supplies are limited, vaccine is being offered to groups of people at different times. Visit [VaccinateLACounty.com](https://www.vaccinatelacounty.com) to see which group you are in, and when you will be offered vaccine.
- If you are in a group that is currently being offered vaccine, talk to your doctor or visit [VaccinateLACounty.com](https://www.vaccinatelacounty.com) to make an appointment. Individuals who do not have internet access or who need help can call 1-833-540-0473 between 8am-8:30pm for assistance making an appointment.
- **There is no "vaccine waiting list" and you cannot pay to get an appointment.**

## **If someone offers to sell you a vaccine, get you a special, low cost deal, or get you the vaccine under the table, it's a scam.**

**COVID-19 vaccine is given at no cost and *regardless of immigration status*.**

- You will not be charged a fee or co-pay to receive a COVID-19 vaccine. The doctor or pharmacy may charge a fee for giving the vaccine, but it should be paid by public and private insurance companies. People without health insurance can get COVID-19 vaccines for free.
- You will NOT be asked about your immigration status when you get a COVID vaccine. Your medical information is private. Your doctor is not allowed to share it with immigration officials.
- Visit the Los Angeles County [Office of Immigrant Affairs COVID-19 page](#) for updates on COVID-19 for immigrant residents.

## **If you receive an offer to buy a vaccine and have it sent to you directly, it's a scam.**

- There are no "secret" sources of a vaccine that can be purchased. If anything is sent, it will not be an authentic.

## **Scammers are everywhere.**

Scammers work online, on social media, or on the street. They may call, text, message, or email you. They may even approach you on the street or knock on your door offering a vaccine or an appointment to get vaccinated.

## **Look out for these RED FLAGS or warning signs that something might be a scam.**

- You are contacted and asked to respond straight away with your personal or financial information. This might be your Social Security, bank account or credit card number, Medi-Cal or Medicare details. NEVER share these or other personal information.
- You receive an offer to buy a vaccine, and have it mailed to you. There are no "secret" sources of a vaccine that can be purchased. If anything is sent, it will not be the real vaccine.
- You see ads for fake vaccines or "miracle cures" using vitamins or other dietary supplements. Scammers promote these even though they have not been proven to work. The FDA has issued warning letters to many companies for selling products that claim to prevent, treat, or cure COVID-19.

# COVID-19 Vaccine Scams

If anyone that isn't well known in your community (like a doctor, a health care clinic, a pharmacy, a county health program) offers you a vaccine – think twice. Visit [VaccinateLACounty.com](https://vaccinateLACounty.com) or check with your doctor.  
Don't let the scammers win!

## Get Help

- **Find a doctor:** call 2-1-1 the LA County information line or visit the [211LA website](https://211LA.org).
- **Find resources like food, medicines, and other essential supplies:** call 2-1-1 or visit the [211LA website](https://211LA.org), or the Public Health [resource webpage](https://ph.lacounty.gov).
- **Report a possible COVID-19 scam and get help trying to get your money back:** contact the LA County Department of Consumer and Business Affairs (DCBA): [dcba.lacounty.gov](https://dcba.lacounty.gov) or 800-593-8222.
- **Report suspicious claims being made about vaccines, testing or treatment products:** report to the FTC at [ftc.gov/complaint](https://ftc.gov/complaint)

## Stay up to date – with trusted information

Beware of fake news and hoaxes as well as COVID-19 scams

### COVID-19 Vaccine

- Visit [VaccinateLACounty.com](https://vaccinateLACounty.com) and sign-up for the COVID-19 Vaccine Email Newsletter

### COVID-19

- Visit [ph.lacounty.gov/media/Coronavirus](https://ph.lacounty.gov/media/Coronavirus), sign up for press releases, or follow us @lapublichealth
- Visit the County's COVID-19 webpage [covid19.lacounty.gov](https://covid19.lacounty.gov)
- Check the CDC's website [cdc.gov/coronavirus](https://cdc.gov/coronavirus)

### Scam Alerts

Stay up to date on the latest scams and precautions you and your family should take.

- Learn about recent scams from the Los Angeles County Consumer and Business Affairs' [consumer alerts](https://dcba.lacounty.gov/consumer-alerts)
- Visit the Los Angeles County [Office of Immigrant Affairs COVID-19](https://oia.lacounty.gov/covid-19) webpage
- Sign up for the American Association of Retired Persons (AARP) [Fraud Alerts Watch](https://fraudalerts.aarp.org)
- Sign up to receive the Federal Trade Commission's [consumer alerts](https://ftc.gov/consumer-alerts)