



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
MONDAY, SEPTEMBER 20, 2021 – 6:00 PM

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

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 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

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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 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.

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

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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. A PRESENTATION FROM SOUTHERN CALIFORNIA EDISON REGARDING AN OVERVIEW OF THE CHARGE READY PROGRAM
Government Relations Manager Rochelle Silsbee

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.

PUBLIC STATEMENTS

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

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 7, 2021 SPECIAL MEETING**
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 21-092 approving the Warrant Register.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH UTILITY SYSTEMS SCIENCE AND SOFTWARE, INC. FOR SEWER OVERFLOW MONITORING SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1997) with Utility Systems Science and Software, Inc. in an amount not to exceed \$46,200 for Sewer Overflow Monitoring Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement.

4) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATHENS SERVICES FOR CITYWIDE STREET SWEEPING SERVICES

Recommend that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Athens Services (Contract No. 1955(a)) to provide Citywide street sweeping services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

5) RECEIVE AND FILE AN UPDATE REGARDING COVID-19 RESPONSE EFFORTS

Recommend that the City Council Receive and file an update related to the City's COVID-19 efforts, including, but not limited to the City's COVID-19 planning, response, enforcement; education and outreach efforts; financial assistance programs and the pursuit of funding opportunities; COVID-19 related policy initiatives; and related recommendations, as appropriate

ADMINISTRATIVE REPORTS

6) CONSIDERATION TO REJECT A CONSTRUCTION BID AND AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR THE UPPER RESERVOIR REPLACEMENT PROJECT

Recommend that the City Council:

- a. Reject the construction bid received for the Upper Reservoir Replacement Project; and
- b. Authorize the formal solicitation of bids for the Upper Reservoir Replacement Project to be re-advertised at a date within the next 120 days.

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7) PRESENTATION AND DISCUSSION REGARDING AN INFORMATIONAL REPORT ON THE IMPLEMENTATION OF SENATE BILL 1383 REGULATIONS

Recommend that the City Council receive and file this informational report and provide direction, as necessary.

8) PRESENTATION AND DISCUSSION OF THE 2021 LOCAL TRANSACTION TAX ANNUAL REPORT FOR MEASURES “A” AND “SF”

Recommend that the City Council receive and file the 2021 Annual Report on the collection, management, and expenditure of the City’s Local Transaction Tax as required by the City Code.

9) CONSIDERATION AND DISCUSSION REGARDING SMOKE-FREE MULTI-UNIT HOUSING AND OTHER TOBACCO RELATED POLICIES

This item was agendized by Mayor Sylvia Ballin.

10) CONSIDERATION TO ALLOCATE INDEPENDENT CITIES FINANCE AUTHORITY’S COMMUNITY OUTREACH PROGRAM FUNDS FOR FISCAL YEAR 2021-2022
(Item continued to the September 20, 2021 City Council Meeting)

This item was agendized by Mayor Sylvia Ballin.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC

City Clerk

Signed and Posted: September 16, 2021 (2:00 p.m.)

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

**SEPTEMBER 7, 2021 – 5:00 P.M.
SPECIAL MEETING**

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

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Vice Mayor Mendoza called the special meeting to order at 5:00 p.m.

Present:

Council: Vice Mayor Mary Mendoza, Councilmembers Cindy Montañez, Hector A. Pacheco (via teleconference) and Celeste Rodriguez (joined via teleconference at 5:02 p.m.)

Staff: City Manager Nick Kimball and Assistant City Attorney Blanca Pacheco

Absent: Mayor Sylvia Ballin

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

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 – SEPTEMBER 7, 2021**

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RECONVENE/REPORT OUT FROM CLOSED SESSION

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

ADJOURNMENT The City Council adjourned the special meeting at 5:58 p.m. to the regular meeting at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 7, 2021, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Sonia G. Garcia, Interim Director of Finance/City Treasurer

Date: September 20, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-092 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 21-092

RESOLUTION NO. 21-092

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO
ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON
DEMAND/ WARRANT REGISTER NO. 21-092**

**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 20th day of September, 2021.

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

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 21-092 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 20th day of September, 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 _____ day of _____, _____.

Julia Fritz, City Clerk

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09/15/2021 11:36:59AMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224090	9/20/2021	891587 ABLE MAILING INC.	34269		AUG-MAILING AND FULFILLMENT SER	
				12444	072-360-0000-4300	101.13
				12444	070-382-0000-4300	101.13
			34270		WATER ENVELOPES STORAGE JULY 2	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
			34436		SEPT-MAILING AND FULFILLMENT SER	
				12444	072-360-0000-4300	117.02
				12444	070-382-0000-4300	117.02
					070-382-0000-4300	305.00
					072-360-0000-4300	305.00
			34437		WATER ENVELOPES STORAGE AUGUS	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					Total :	1,096.30
224091	9/20/2021	100066 ADS ENVIRONMENTAL SERVICES,INC	22524.52-0821		AUG-SEWER FLOW MONITORING	
				12473	072-360-0000-4260	1,113.00
					Total :	1,113.00
224092	9/20/2021	887377 AKEMON, DOLORES	SEPT 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
224093	9/20/2021	892271 ALL STAR ELITE SPORTS	2527		BASEBALL & BASKETBALL LEAGUE UN	
				12480	017-420-1328-4300	94.62
					Total :	94.62
224094	9/20/2021	100143 ALONSO, SERGIO	AUG 2021		MARIACHI MASTER APPRENTICE PRO	
				12474	109-424-3692-4260	1,120.00
					Total :	1,120.00
224095	9/20/2021	100204 AQUA-METRIC SALES COMPANY	INV0083998		LARGE COMPOUND WATER METERS	
				12468	070-385-0700-4600	3,516.05
					Total :	3,516.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224096	9/20/2021	893441 ARAMARK REFRESHMENT SERVICES	11589493		EMPLOYEE BREAK ROOM SUPPLIES	
				12451	001-222-0000-4300	81.00
					Total :	81.00
224097	9/20/2021	890980 AVILA, JESSE H.	APRIL 2020-DEC 2020		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	1,200.00
			JAN 2021-JUNE 2021		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	900.00
			JULY-AUG 2021		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	300.00
					Total :	2,400.00
224098	9/20/2021	890546 BARAJAS, CRYSTAL	AUG 2021		MARIACHI MASTER APPRENTICE PRO	
				12475	109-424-3692-4260	200.00
					Total :	200.00
224099	9/20/2021	888443 BAVCO	116180		BACKFLOW SUPPLIES	
					070-383-0000-4300	541.05
					Total :	541.05
224100	9/20/2021	892426 BEARCOM	5252508		SEPT-RADIO COMM SYST & WIRELESS	
				12437	001-135-0000-4260	7,610.41
					Total :	7,610.41
224101	9/20/2021	891301 BERNARDEZ, RENATE Z.	600		INTERPRETATION SERVICES 9/7/21 CC	
					001-101-0000-4270	150.00
					Total :	150.00
224102	9/20/2021	893591 BIOMEDICAL WASTE DISPOSAL	104732		BIOMEDICAL WASTE DISPOSAL	
					001-224-0000-4270	99.00
					Total :	99.00
224103	9/20/2021	892847 B-LINE INVESTIGATIONS, INC	1196		SPECIALIZED INVESTIGATIVE SERVICE	
				12452	001-222-0000-4270	1,475.00
					Total :	1,475.00
224104	9/20/2021	890684 BROADLUX INC	BR112548-07		CNG SUPPLIES	
					074-320-0000-4400	80.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224104	9/20/2021	890684 BROADLUX INC	(Continued)			Total : 80.13
224105	9/20/2021	888800 BUSINESS CARD	080621		COUNCIL PHONE LINE	
			081221-1		001-105-0000-4220	113.30
			081221-2		RCS ACTIVITIY SHIRTS	
			081221-3		004-2346	74.52
			081321		RCS ACTIVITIES SHIRTS	
			081321-1		004-2346	57.74
			081321-2		EXTENSION CORDS & POWER STRIPS	
			081621		001-424-0000-4300	60.65
			081721		RECRUITMENT-COMM DEV DIR	
			081821		001-106-0000-4230	225.00
			081921		RCS ACTIVITIES SHIRTS	
			082821		004-2346	176.10
			082821-1		DATE STAMP	
			082821-2		001-106-0000-4300	66.04
					EXTENSION CORDS & POWE STRIP	
					001-424-0000-4300	57.30
					DINNER FOR CC & STAFF-CC MTG 08/1	
					001-101-0000-4300	111.35
					PURCHASE OF CHAIRS FOR RCS DEP	
					001-424-0000-4300	4,267.59
					DOMAIN RENEWAL - AUG 2021	
					001-101-0000-4300	5.00
					REFRESHMENTS-MISSION CITY TRAIL	
					001-101-0000-4300	70.09
					BUSINESS CARDS	
					001-105-0000-4300	38.88
					001-115-0000-4300	38.88
					001-310-0000-4300	110.48
					001-222-0000-4300	182.09
					ANNUAL WEBSITE HOSTING	
					001-135-0000-4270	287.88
					LODGING-ICA SUMMER SEMINAR	
					001-101-0101-4370	1,107.01
					LODGING-ICA SUMMER SEMINAR	
					001-101-0104-4370	1,112.01

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224105	9/20/2021	888800 BUSINESS CARD	(Continued)			
			082921		FOLDERS	
			083121		001-222-0000-4300	58.42
					FINANCE CHARGES	
					001-190-0000-4435	113.99
					Total :	8,334.32
224106	9/20/2021	888800 BUSINESS CARD	082521		OFFICE AND BREAK ROOM SUPPLIES	
			083121		001-222-0000-4300	390.20
			083121-1		WASH & DETAIL TRAVEL TRAILERS-CO	
			090121		001-222-3689-4300	394.20
					FINANCE CHARGES	
					001-190-0000-4435	15.48
					MEMBERSHIP FEES	
					001-190-0000-4435	18.00
					Total :	817.88
224107	9/20/2021	100731 CITY OF LOS ANGELES	WP220000035	12496	OPERATION & MAINTENANCE OF SEW	
			WP220000036	12505	072-360-0629-4260	153,441.00
					CAPITAL PORTION OF ASSSC FOR SEV	
					072-365-0629-4600	95,496.00
					Total :	248,937.00
224108	9/20/2021	890893 CITY OF SAN FERNANDO	SEPT-21		CITY PROPERTY UTILITY BILLS	
					043-390-0000-4210	5,998.54
					Total :	5,998.54
224109	9/20/2021	100805 COOPER HARDWARE INC.	126940	12454	SUPPLIES FOR P.W. OPS	
			127138	12454	070-383-0000-4310	41.36
					SUPPLIES FOR P.W. OPS	
					001-311-0000-4300	15.52
					Total :	56.88
224110	9/20/2021	892472 DE NORA WATER TECHNOLOGIES	9200046997	12455	ON-SITE SODIUM HYPOCHLORITE GE	
					070-384-0000-4260	776.35
					Total :	776.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224111	9/20/2021	893293 DELGADO, DANIEL	TRAVEL-1		PER DIEM-ICI CORE COURSE IN FRESI 001-224-0000-4360	225.00 225.00
224112	9/20/2021	893293 DELGADO, DANIEL	TRAVEL-2		PER DIEM-ICI CORE COURSE IN FRESI 001-224-0000-4360	225.00 225.00
224113	9/20/2021	887121 DELL MARKETING L.P.	10504749725	12413	DESKTOPS WITH WINDOWS 7 001-150-0000-4300	1,185.21
				12413	001-140-0000-4300	1,530.55
				12413	001-150-0000-4300	228.46
			10509573780	12427	COMPUTER FOR TECH. & LAPTOP FO 072-360-0000-4310	4,380.32
			10515293500	12421	PURCHASE OF (2) DELL LAPTOPS FOR 001-424-0000-4300	3,369.76
			10516173114	12443	CITY CLERK COMPUTER EQUIPMENT 001-115-0000-4300	1,230.21 11,924.51
224114	9/20/2021	893903 DEPARTMENT OF RESOURCES	1383484		UNSPENT FUNDS FOR FY2018-19-CITY 073-3682-0350	6,416.00 6,416.00
224115	9/20/2021	889121 EDGESOFT, INC.	3249	12442	MAINTENANCE OF AIMS SOFTWARE 055-135-0000-4260	2,080.00 2,080.00
224116	9/20/2021	890401 ENVIROGEN TECHNOLOGIES INC	0012791-IN	12464	MAINT., REPAIRS, PARTS, LABOR, ION- 070-384-0857-4260	5,384.80 5,384.80
224117	9/20/2021	103851 EVERSOF, INC.	R2181474		WATER SOFTENER WELL #4A 070-384-0000-4260	183.84 183.84
224118	9/20/2021	887441 EWING IRRIGATION PRODUCTS INC	15061255		IRRIGATION PARTS 043-390-0000-4300	590.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224118	9/20/2021	887441 EWING IRRIGATION PRODUCTS INC	(Continued)		001-311-0000-4300	310.75 900.88
224119	9/20/2021	893899 FAIRFIELD INN & SUITES	TRAVEL-1		LODGING-ICI CORE COURSE IN FRESI 001-224-0000-4360	628.10 628.10
224120	9/20/2021	893899 FAIRFIELD INN & SUITES	TRAVEL-2		LODGING-ICI CORE COURSE IN FRESI 001-224-0000-4360	628.10 628.10
224121	9/20/2021	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	564.42
			209-150-5250-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	46.25
			209-150-5251-040172		MWD METER (P.W.) 070-384-0000-4220	46.25
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	42.08
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	42.08
			209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	46.25
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	123.27
			209-188-4362-031792		POLICE MAJOR PHONE LINES 001-222-0000-4220	637.92
			209-188-4363-031892		CITY HALL PHONE LINES 001-190-0000-4220	87.17
					070-384-0000-4220	290.14
					001-420-0000-4220	286.18
			818-361-0901-051499		SEWER FLOW MONITOR (P.W.) 072-360-0000-4220	56.98
			818-361-3958-091407		CNG STATION 074-320-0000-4220	53.18
			818-361-6728-080105		ENGINEERING FAX LINE	

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224121	9/20/2021	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-837-1509-032207		001-310-0000-4220 PUBLIC WORKS PHONE LINE	29.99
			818-838-1841-112596		001-190-0000-4220 ENGINEERING FAX MODEM	29.89
			818-838-4969-021803		001-310-0000-4220 POLICE DEPT ALARM PANEL	30.72
					001-222-0000-4220	125.97
					Total :	2,538.74
224122	9/20/2021	101273 GARCIA, PATTY	REIMB.		SUPPLIES FOR CITY BDAY CELEBRATI	
					001-424-0000-4300	198.22
					Total :	198.22
224123	9/20/2021	101376 GRAINGER, INC.	9026389933	12482	SUPPLIES FOR BUILDING, ELECTRICA	
					043-390-0000-4300	471.35
					Total :	471.35
224124	9/20/2021	101434 GUZMAN, JESUS ALBERTO	AUG 2021	12476	MARIACHI MASTER APPRENTICE PRO	
					109-424-3692-4260	1,900.00
					Total :	1,900.00
224125	9/20/2021	893817 HERNANDEZ MOLINA, MARIO ALBERTO	AUG 2021	12477	MARIACHI MASTER APPRENTICE PRO	
					109-424-3692-4260	720.00
					Total :	720.00
224126	9/20/2021	890033 HERNANDEZ, CARLOS	SEPT 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
224127	9/20/2021	893729 HOUSEAL LAVIGNE ASSOCIATES LLC	5204	12370	CONSULTANT FOR THE 2021-2029 HOL	
					110-150-3609-4270	6,988.75
					Total :	6,988.75
224128	9/20/2021	101599 IMAGE 2000 CORPORATION	463850		VARIOUS COPIER MAINT CONTRACT-0	
					001-135-0000-4260	1,085.53
					072-360-0000-4450	47.04
					001-135-0000-4260	153.75

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224128	9/20/2021	101599 101599 IMAGE 2000 CORPORATION	(Continued)			Total : 1,286.32
224129	9/20/2021	891570 INNOVATIVE TELECOM. SYSTEMS	3019		TELEPHONE EQUIPMENT MAINT SEPT	
					001-190-0000-4220	395.00
					Total :	395.00
224130	9/20/2021	892682 IPS GROUP, INC.	62503	12513	JULY-SMART METER CC TRANSACTION	
					001-310-0000-4270	748.44
					Total :	748.44
224131	9/20/2021	891777 IRRIGATION EXPRESS	15229447-00	12483	IRRIGATION SUPPLIES FOR REPAIRS /	
			15229728	12483	001-311-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS /	17.21
			15229784	12483	043-390-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS /	59.87
				12483	043-390-0000-4300	105.13
					Total :	182.21
224132	9/20/2021	101688 J & R AUDIO	3088	12520	STAGE AND AUDIO EQUIPMENT RENT/	
				12520	001-424-0000-4260	1,600.00
					109-424-3692-4260	1,200.00
					Total :	2,800.00
224133	9/20/2021	101764 KEYSTONE UNIFORM DEPOT	068153		UNIFORMS	
					001-225-0000-4325	621.89
					Total :	621.89
224134	9/20/2021	892833 KIM TURNER, LLC	4524		RGSTR-COMMUNICATONS TRAINING C	
					001-225-0000-4360	699.00
					Total :	699.00
224135	9/20/2021	889095 LAFD - C.U.P.A.	IN0313751		FY21-22 HAZMAT FEES 120 MACNEIL	
			IN0314281		072-360-0000-4260 HAZ MAT INVENTORY	3,118.00
					072-360-0000-4260	26.00
					Total :	3,144.00
224136	9/20/2021	101852 LARRY & JOE'S PLUMBING	2193917-0001-02		MISC SUPPLIES	

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224136	9/20/2021	101852 LARRY & JOE'S PLUMBING	(Continued)			
			2196505-001-02		070-383-0000-4300 IX-UNIT PARTS FOR REPAIR 070-384-0000-4330	127.18 186.38 186.38
					Total :	313.56
224137	9/20/2021	893218 LAZARO, ERNESTO	AUG 2021	12478	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	900.00 900.00
224138	9/20/2021	892477 LOWES	1149		SUPPLIES FOR BIKEWAY CLEANUP 043-390-0000-4300	421.83
			1284		LIGHTS FOR LOPEZ ADOBE 043-390-0000-4300	14.52
					Total :	436.35
224139	9/20/2021	888254 MCCALLA COMPANY	015099	12456	GLOVES AND WYPALLS 001-222-0000-4300	123.02 123.02
224140	9/20/2021	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	37.17 37.17
224141	9/20/2021	893200 MCKESSON MEDICAL-SURGICAL	18449446		MEDICAL SUPPLIES 001-225-0000-4350	72.94
			18468091		MEDICAL SUPPLIES 001-225-0000-4350	4.01
			18492663		MEDICAL SUPPLIES 001-225-0000-4350	65.98
			18497335		MEDICAL SUPPLIES 001-225-0000-4350	30.97
			18498110		MEDICAL SUPPLIES 001-225-0000-4350	11.41
			18505269		MEDICAL SUPPLIES 001-225-0000-4350	41.78
					Total :	227.09

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224142	9/20/2021	893442 MENDOZA, MARY	TRAVEL		PER DIEM-LEAGUE OF CA. CITIES ANN 001-101-0107-4370	95.00 95.00
224143	9/20/2021	893900 MIDVALLEY DIESEL	1438		VEHICLE MAINT-PK0625 041-320-0390-4400	316.40 316.40
224144	9/20/2021	102214 MIRANDA, FERNANDO	TRAVEL		PER DIEM-CACEO ANNUAL CONFERENCE 001-152-0000-4370	110.00 110.00
224145	9/20/2021	102226 MISSION LINEN SUPPLY	515408612	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	177.36
			515435561	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	82.63
			515455796	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	118.90
			515480434	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	95.77
					Total :	474.66
224146	9/20/2021	893343 MOHR, NICOLE	SEPT 2021		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00 75.00
224147	9/20/2021	893050 MORALES-RODRIGUEZ, CRISTAL	AUG 2021	12479	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	340.00 340.00
224148	9/20/2021	102332 NATIONAL ASSOCIATION OF CHIEFS	15-61187NC15001208		12 MONTH MEMBERSHIP 001-222-0000-4380	60.00 60.00
224149	9/20/2021	893901 NATIONAL INSTITUTE FOR	495016		RGSTR-STC ONLINE CORRECTIONS TI 001-225-3688-4360	125.00
			495020		RGSTR-STC ONLINE CORRECTIONS TI 001-225-3688-4360	125.00

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224149	9/20/2021	893901 NATIONAL INSTITUTE FOR	(Continued) 495021		RGSTR-STC ONLINE CORRECTIONS TI 001-225-3688-4360	125.00
			495024		RGSTR-STC ONLINE CORRECTIONS TI 001-225-3688-4360	125.00
			495031		RGSTR-STC ONLINE CORRECTIONS TI 001-225-3688-4360	125.00
			495032		RGSTR-STC ONLINE CORRECTIONS TI 001-225-3688-4360	125.00
					Total :	750.00
224150	9/20/2021	893348 NCSI	13170		BACKGROUND CHECK-TENNIS COACH 017-420-1327-4260	18.50
					Total :	18.50
224151	9/20/2021	893405 NEW HORIZON	1639466		LP PHONE SERVICE SEPT 2021 001-420-0000-4220	319.88
					Total :	319.88
224152	9/20/2021	893633 NORMAN A. TRAUB &	21065.1	12517	INTERNAL INVESTIGATION-I/A#21-02 001-112-0000-4270	4,311.25
					Total :	4,311.25
224153	9/20/2021	102432 OFFICE DEPOT	186690789004		OFFICE SUPPLIES 001-150-0000-4300	9.81
			188489626001		OFFICE SUPPLIES 001-222-0000-4300	174.61
			188553252001		OFFICE SUPPLIES 001-222-0000-4300	154.13
			189337146001		OFFICE SUPPLIES 001-222-0000-4300	60.81
			190572174001		OFFICE SUPPLIES 001-222-0000-4300	64.67
			190606726001		OFFICE SUPPLIES 001-222-0000-4300	19.39
			190606739001		OFFICE SUPPLIES 001-222-0000-4300	175.18

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224153	9/20/2021	102432 OFFICE DEPOT	(Continued) 191422003001		OFFICE SUPPLIES 001-222-0000-4300	106.31
			191424572001		OFFICE SUPPLIES 001-222-0000-4300	7.38
			191424579001		OFFICE SUPPLIES 001-222-0000-4300	41.44
					Total :	813.73
224154	9/20/2021	892572 OLIVAREZ MADRUGA	16087		LEGAL SERVICES-JULY 2021 001-110-0000-4270	1,071.00
			16088		LEGAL SERVICES-JULY 2021 001-110-0000-4270	12,462.00
			16089		LEGAL SERVICES-JULY 2021 001-110-0000-4270	252.00
					Total :	13,785.00
224155	9/20/2021	892360 PARKING COMPANY OF AMERICA	INVM0015972	12512	JULY-PUBLIC TRANSPORTATION SERV 007-313-0000-4260	52,282.90
			INVM0016028	12512	AUG-PUBLIC TRANSPORTATION SERV 007-313-0000-4260	53,101.33
					Total :	105,384.23
224156	9/20/2021	102688 PROFESSIONAL PRINTING CENTERS	19004	12519	PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300	567.79
			19041	12519	PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300	314.21
			19151	12519	PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300	1,410.10
					Total :	2,292.10
224157	9/20/2021	102788 RAYGOZA, JOSE LUIS	TRAVEL		PER DIEM-CACEO ANNUAL CONFERENCE 001-152-0000-4370	110.00
					Total :	110.00
224158	9/20/2021	892071 ROBLES, J.	REIMB.		LUNCH REIMB-DRE COURSE ON 08/09 001-225-0000-4360	36.73

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224158	9/20/2021	892071 ROBLES, J.	(Continued) REIMB.-2		LUNCH REIMB-DRE COURSE ON 08/02 001-225-0000-4360	70.37
					Total :	107.10
224159	9/20/2021	893276 RON'S MAINTENANCE, INC.	269		CATCH BASIN CLEANING 001-310-0000-4270	1,500.00
					Total :	1,500.00
224160	9/20/2021	103057 SAN FERNANDO VALLEY SUN	11246		NIB - INFILTRATION PROJECT (2) 001-115-0000-4230	343.75
					Total :	343.75
224161	9/20/2021	103064 SAN GABRIEL VALLEY CITY	FY21-22		ANNUAL MEMBERSHIP DUES 001-105-0000-4380	55.00
					Total :	55.00
224162	9/20/2021	102967 SCOTT FAZEKAS & ASSOCIATES INC	21564	12407	PLAN CHECK CONSULTANT SERVICES 001-2698	3,679.26
			21616	12407	PLAN CHECK CONSULTANT SERVICES 001-2698	3,079.47
					Total :	6,758.73
224163	9/20/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210 029-335-0000-4210 043-390-0000-4210 070-384-0000-4210 074-320-0000-4210	9,519.60 2,146.64 9,566.99 17,104.41 1,955.57
			700136176526		ELECTRIC-MACLAY/SF MALL METER 030-341-0000-4210	60.65
			700224888278		ELECTRIC-801 8TH ST 043-390-0000-4210	19.75
			700301226571		ELECTRIC-1117 2ND ST 043-390-0000-4210	15.77
			700363532503-1		ELECTRIC - 1117 N MACNEIL 043-390-0000-4210	3,496.39

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224163	9/20/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued) 700363532503-2 700577150347		ELECTRIC-117 MACNEIL 043-390-0000-4210 ELECTRIC-190 PARK 027-344-0000-4210	8,962.80 748.05
					Total :	53,596.62
224164	9/20/2021	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS FOR CNG STATION 074-320-0000-4402	4,705.23
					Total :	4,705.23
224165	9/20/2021	889149 STAPLES BUSINESS ADVANTAGE	3485803946 3485803948		BREAK ROOM SUPPLIES 001-190-0000-4300 001-130-0000-4300 OFFICE SUPPLIES 001-130-0000-4300	132.97 39.96 10.68
					Total :	183.61
224166	9/20/2021	893463 STEP SAVER	CT486154	12446	NSF CERTIFIED BULK SALT FOR THE H 070-384-0000-4300	4,028.53
					Total :	4,028.53
224167	9/20/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	2973687 371230 540660		MISC SUPPLIES 070-383-0000-4300 MATERIAL FOR BIKEWAY CLEANUP 043-390-0000-4300 MATERIAL FOR BIKEWAY CLEANUP 043-390-0000-4300	1,029.36 804.47 469.42
					Total :	2,303.25
224168	9/20/2021	890833 THOMSON REUTERS	844430530 844919082	12311 12467	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260 DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	226.65 226.65
					Total :	453.30
224169	9/20/2021	103903 TIME WARNER CABLE	0010518082921		REC. PARK CABLE SERVICE 8/29-9/28	

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224169	9/20/2021	103903 TIME WARNER CABLE	(Continued)			
			196309082321		001-420-0000-4260 INTERNET SERVICES 8/23-98/22 ~ 001-190-0000-4220	210.49 1,299.00
			222204082921		CABLE 08/29/21-09/28/21~ 043-390-0000-4260	129.95 Total : 1,639.44
224170	9/20/2021	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION 001-420-0000-4220 001-152-0000-4220	29.75 19.97 Total : 49.72
224171	9/20/2021	893504 TOWN HALL STREAMS, LLC	13433		STREAMING SERVICES-SEPT 001-115-0000-4260	175.00 Total : 175.00
224172	9/20/2021	103413 TRANS UNION LLC	06104782 08104731		CREDIT CHECKS 001-222-0000-4260 CREDIT CHECKS 001-222-0000-4260	85.00 85.00 Total : 170.00
224173	9/20/2021	890998 TRUJILLO, RODOLFO	SEPT 2021		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00 Total : 75.00
224174	9/20/2021	103463 U.S. POSTMASTER	AUG 2021 SEPT 2021		PRESORTED FIRST CLASS POSTAGE F 072-360-0000-4300 070-382-0000-4300 PRESORTED FIRST CLASS POSTAGE F 072-360-0000-4300 070-382-0000-4300	533.14 533.14 641.19 641.19 Total : 2,348.66
224175	9/20/2021	103445 UNDERGROUND SERVICE ALERT	820210694		(36) SNF01 NEW TICKET CHARGES 070-381-0000-4260	69.40

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224175	9/20/2021	103445 UNDERGROUND SERVICE ALERT	(Continued) DSB20204545		CA STATE FEE FOR REG COSTS 070-381-0000-4260	43.88 Total : 113.28
224176	9/20/2021	892258 UNIFORM & ACCESSORIES	INV24265 INV39206 INV39210	12518 12518	UNIFORMS AND UNIFORM ACCESSOR 001-230-0000-4325 UNIFORMS AND UNIFORM ACCESSOR 001-222-0000-4300 UNIFORMS AND UNIFORM ACCESSOR 001-222-0000-4300	411.56 1,113.80 1,209.87 Total : 2,735.23
224177	9/20/2021	103449 USA BLUE BOOK	689691 698192 698617 703161	12447 12447 12447	MISC. WATER SUPPLIES 070-384-0000-4300 MISC. WATER SUPPLIES 070-384-0000-4300 MISC. WATER SUPPLIES 070-384-0000-4300 MISC. WATER SUPPLIES 070-384-0000-4300	651.24 359.09 23.65 30.11 Total : 1,064.09
224178	9/20/2021	893647 VALEO NETWORKS	17045	12492	AUG-INFORMATION TECHNOLOGY MA 001-135-0000-4270	10,083.00 Total : 10,083.00
224179	9/20/2021	889627 VERIZON CONFERENCING	Z7744699		CONFERENCE CALLS AUG 2021 001-190-0000-4220	17.38 Total : 17.38
224180	9/20/2021	100101 VERIZON WIRELESS-LA	9886797629 9887072685 9887083716		PD CELL PHONE PLANS 001-222-0000-4220 001-152-0000-4220 PD CELL PHONE PLANS 001-222-0000-4220 CITY YARD CELL PHONE PLANS	313.95 190.05 287.12

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224180	9/20/2021	100101 VERIZON WIRELESS-LA	(Continued)		070-384-0000-4220	204.40
					043-390-0000-4220	18.46
					041-320-0000-4220	18.46
					072-360-0000-4220	35.33
			9887094739		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	53.19
					070-384-0000-4220	37.31
					Total :	1,158.27
224181	9/20/2021	890970 WEX BANK	73696656		FUEL FOR CITY FLEET	
					041-320-0152-4402	311.96
					041-320-0221-4402	550.88
					041-320-0222-4402	224.25
					041-320-0225-4402	5,396.10
					041-320-0224-4402	1,063.79
					041-320-0228-4402	787.37
					041-320-0390-4402	2,058.63
					041-320-0420-4402	2.00
					007-313-3630-4402	301.67
					029-335-0000-4402	109.83
					070-381-0000-4402	96.55
					070-382-0000-4402	574.96
					070-383-0000-4402	878.19
					070-384-0000-4402	378.53
					072-360-0000-4402	214.96
					041-320-0311-4402	924.95
					041-320-0312-4402	2.00
					041-320-0320-4402	8.00
					041-320-0346-4402	4.00
					041-320-0370-4402	599.88
					Total :	14,488.50
224182	9/20/2021	889491 WILLDAN FINANCIAL SERVICES	010-48538		FY 21-22 ANNUAL DISTRICT ADMINISTF	
				12514	027-344-0000-4260	2,500.00
					Total :	2,500.00

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224183	9/20/2021	889467 YOUNGBLOOD & ASSOCIATES	1555A		POLYGRAPH EXAMS	
				12460	001-222-0000-4270	300.00
					Total :	300.00
224184	9/20/2021	893867 YOUTH EVOLUTION ACTIVITIES	AUG-SEPT 2021		CONTRACTED SERVICES FOR SUMME	
				12515	017-420-1332-4260	1,310.40
				12515	017-420-1328-4260	1,274.00
			JULY 2021		CONTRACTED SERVICES FOR SUMME	
				12515	017-420-1332-4260	1,601.60
				12515	017-420-1328-4260	473.20
					Total :	4,659.20
95 Vouchers for bank code :		bank3			Bank total :	582,842.51
95 Vouchers in this report					Total vouchers :	582,842.51

Voucher Registers are not final until approved by Council.

Page: 18

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 21-092vchlist
09/02/2021 10:03:23AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224084	8/30/2021	893115 P.E.R.S. CITY RETIREMENT	100000016454331		EMPL CONTRIB VARIANCE-07/17-07/30	
					018-222-0000-4124	219.28
					018-224-0000-4124	164.46
					018-225-0000-4124	2,357.31
					Total :	2,741.05
1 Vouchers for bank code :		bank3			Bank total :	2,741.05
1 Vouchers in this report					Total vouchers :	2,741.05

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 21-092

vchlist

09/02/2021 9:51:35AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224082	9/2/2021	887264 CALPERS	100000016512274		GASB-68 REPORTS & SCHEDULE FEES 018-190-0000-4450	2,450.00
					Total :	2,450.00
224083	9/2/2021	102519 P.E.R.S.	SEPT 2021		HEALTH INS. BENEFITS- SEPT 2021 001-1160	149,688.70
					Total :	149,688.70
		2 Vouchers for bank code :	bank3		Bank total :	152,138.70
		2 Vouchers in this report			Total vouchers :	152,138.70

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 21-092

vchlist

09/14/2021 2:10:43PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224089	9/13/2021	893115 P.E.R.S. CITY RETIREMENT	100000016488483		EMPL CONTRIB VARIANCE-07/31-08/13	
					018-222-0000-4124	218.68
					018-224-0000-4124	164.01
					018-225-0000-4124	2,350.82
			100000016540328		RETIRED ANNUITANT LATE FEE-M MEN	
					018-101-0000-4124	200.00
					Total :	2,933.51
		1 Vouchers for bank code :	bank3		Bank total :	2,933.51
		1 Vouchers in this report			Total vouchers :	2,933.51

Voucher Registers are not final until approved by Council.

Page: 1

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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: September 20, 2021

Subject: Consideration to Approve a Professional Services Agreement with Utility Systems Science and Software, Inc. for Sewer Overflow Monitoring Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1997) with Utility Systems Science and Software, Inc. (US3) in an amount not to exceed \$46,200 for Sewer Overflow Monitoring Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement.

BACKGROUND:

1. The City's current sewer overflow monitoring service is set to expire on September 30, 2021.
2. On August 2, 2021, the City released a Request for Proposals (RFP) (Attachment "B") for sewer overflow monitoring services.
3. On September 1, 2021, two proposals to provide services were received: 1) Utility Systems Science and Software, Inc., and 2) ADS Environmental Services.

ANALYSIS:

The City has been contracting with a professional services firm to provide 24/7 monitoring of seven (7) manholes, identified as overflow hotspots, for five years. To monitor these locations, sensors were installed on each manhole lid that provides an intelligent alarm notification before a sewer overflow occurs. The system sends an alert via phone or electronic notification to key staff contacts in the Public Works Operations Division.

Consideration to Approve a Professional Services Agreement with Utility Systems Science & Software, Inc., for Sewer Overflow Monitoring Services

Page 2 of 3

The monitoring system has successfully prevented overflows by providing advanced notification, approximately 30 minutes prior to an incident.

Through the proposed Agreement, all aspects of the sewer overflow monitoring services will continue to be managed by the proposed firm. The proposed Agreement includes all hardware, software and ongoing maintenance necessary to keep system working properly. Based on the system's functions, it is expected that it will continue to allow staff to respond to potential problems faster and help prevent overflows before they occur.

Staff requested proposals from firms who specialize in providing sewer overflow monitoring services to cities. Proposals were received from the following two firms:

Consultant	Proposed Cost
Utility Systems Science and Software, Inc. (US3)	\$46,200
ADS Environmental Services (ADS)	\$76,188

Staff reviewed the proposals and evaluated each of them based on the criteria specified in the RFP. The staff review determined that both US3 and ADS are qualified to provide services based on the credentials and knowledge of the firm, experience of key personnel, relevant services provided to other clients within the past 15 years and a clear understanding of the scope of services desired by the City. Total cost for services was not part of the initial selection criteria, but became the determining factor for the selection of a firm. With there being a distinct cost difference between the two proposals, staff performed the necessary due diligence and confirmed with US3 that they fully understood the requested scope of services and that their proposed cost was accurately reflected.

US3, located in Santa Ana, California, is a well-qualified and experienced firm having provided monitoring and sampling services to cities and utilities since 1991. They are considered one of the leading wastewater flow and sewer overflow monitoring companies in the United States and known for providing a high-level of service at a lower cost than their competitors provide. US3 currently provides sewer overflow monitoring services to numerous local jurisdictions and utilities throughout California such as the cities of Culver City, Riverside, Long Beach as well as Orange Sanitation Districts.

Sewer Overflow Monitoring Scope of Services.

The scope of services consists of contractor providing turn-key sewer overflow monitoring services at seven (7) locations within the City of San Fernando. The tasks related to establishing this service consists of:

- Installing, operating and maintaining sewer overflow depth monitoring equipment that will allow for remote collection and analysis of data plus "blockage" predication capabilities and emergency notifications at seven (7) locations identified by the City.

Consideration to Approve a Professional Services Agreement with Utility Systems Science & Software, Inc., for Sewer Overflow Monitoring Services

Page 3 of 3

- The capability to remotely conduct diagnostic inspections of all equipment using industry standard hardware and software.
- Providing operation services which includes: cleaning sensors, swapping meters, fixing communication issues and battery replacement (assuming a 15-minute sample rate), necessary to keep the equipment operating in accordance with the manufacturer's design specifications.
- Uploading data received from depth meters every 24 hours to a Cloud based system. Firm shall review the data (e.g. bi-weekly) to verify that equipment is in working order and dispatch field crews to perform diagnosis services.
- Allowing City staff to receive real-time alarms/notifications (via the web, cell phones and emails) if any set triggers are reached at any of the individual depth meters.

Both US3 and ADS are capable of delivering the scope of services outlined in the RFP. However, with there being a substantial difference between the proposed cost of the two proposals, staff recommends awarding US3 the contract to provide sewer overflow monitoring services to the City.

BUDGET IMPACT:

The term of the agreement will be for three years with two one-year extension options (at the City's discretion) for a total cost of \$46,200. The total cost during the initial term of the agreement is for the fixed cost of \$27,720. Subsequent to the initial three-year term, if the two one-year options for renewal are exercised, the annual cost for each additional year will be \$9,240. Funds for sewer overflow monitoring services have been allocated in the City's FY 2021-2022 Adopted Budget within Fund 072-360 (Sewer Fund- Sewer Maintenance).

CONCLUSION:

It is recommended that City Council approve a Professional Services Agreement with Utility Systems Science & Software, Inc. for a not to exceed amount of \$46,200 for Sewer Overflow Monitoring Services and authorize the City Manager to execute the Agreement.

ATTACHMENTS:

- A. Contract No. 1997
 - Exhibit "A" – Scope of Services
 - Exhibit "B" – Approved Rate Schedule
 - Exhibit "C" – Project Proposal
- B. Request For Proposals (RFP)



PROFESSIONAL SERVICES AGREEMENT

Utility Systems Science & Software, Inc. (US3) Sewer Overflow Monitoring Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of September 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Utility Systems Science & Software, Inc. (US3), (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work." Project details and CONSULTANT qualifications are outlined in **Exhibit "C"** (hereinafter, the "**Project Proposal**").
- 1.2 **TERM:** This Agreement shall have a term of three years (3) commencing from October 1, 2021. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extensions, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit "B"** (hereinafter, the "**Approved Rate Schedule**").

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CONTRACT NO. 1997

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- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **FORTY SIX THOUSAND – TWO HUNDRED DOLLARS** (\$46,200) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a

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deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Mark Serres, Vice President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

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Sewer Overflow Monitoring ServicesPage 5 of 16

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

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employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

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requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

PROFESSIONAL SERVICES AGREEMENT

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indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1997

Sewer Overflow Monitoring Services

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- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No

PROFESSIONAL SERVICES AGREEMENT

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waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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CONSULTANT:

US3
601 Parkcenter Drive, Suite 209
Santa Ana, CA 92705
Attn: Mark Serres, Vice President
Phone: 714-542-1004
Fax: 714-542-1332
Email: mark.serres@uscubed.com

CITY:

City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Public Works
Phone: (818) 898-1222
Fax: (818) 361-6728

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

PROFESSIONAL SERVICES AGREEMENT

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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF SAN FERNANDO

Utility Systems Science & Software, Inc.

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City
Attorney

City of San Fernando RFP – Sewer Overflow Monitoring Services
Work Plan Data Availability & Quality Assurance

Anticipated Time	Scope of Services/Project Deliverables
	1. Provide all necessary calibrated flow monitoring equipment to accurately and continuously measure sanitary sewer flows for City of San Fernando at seven (7) locations for three (3) and allow for two one-year options to renew. US3 shall have full responsibility of its employee's safety and providing appropriate safety equipment.
One crew two days	2. Install flow monitoring equipment at the locations specified by City of San Fernando staff and provide the following:
	<ul style="list-style-type: none"> a. In-situ calibration of flow instruments to observed site conditions; b. Manually confirm depth and velocity measurement of each monitor; c. Configure instruments for fifteen (15) minute data collection intervals (this is configurable to say 1, 5, 10, etc.)
Data Analyst examine data duration of the project.	
	3. Collect simultaneous flow data at five (5) continuously.
	4. US3 to provide periodic maintenance and calibration of all equipment to ensure uninterrupted data collection for the duration of the project including:
	<ul style="list-style-type: none"> a. Depth and velocity verifications; b. Checking/measuring any buildup of silt levels; c. Inspection of all points of connection; d. Measuring power supply and battery replacement (if needed); e. Responding to instrument failure.
	5. Perform data processing and flow analysis for all data collected according to accepted engineering principles.
	<ul style="list-style-type: none"> a. Discussion of the process and equipment used; b. Description of site investigation and monitor calibration against City provided flow records; c. Discussion of installation including a flow site inventory table located on website with: <ul style="list-style-type: none"> i. Meter site number ii. City's Manhole ID number iii. Site description or address iv. Pipe diameter v. Dates installed and removed vi. Low flow rates in mgd vii. Average daily flow rates in mgd viii. Peak flow rates in mgd

City of San Fernando RFP – Sewer Overflow Monitoring Services

	ix. Average velocity in ft/sec x. Average depth in inches; d. Discussion of monitoring and maintenance procedures;
One crew one day	7. Remove flow monitoring and associated hardware; restore utilities to their original configuration at the end of monitoring period.
	8. All data collected shall become the property of City of San Fernando.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Tab 6: Pricing**US3 Cost Proposal****Sewer Overflow Services at 7 locations for 3 years**

Cricket RTU Cloud Based Flow Monitoring with Alarm Notification						
Item	Qty	Months	Part Number	Description	Unit Cost per month per site	Extension
1	7	36	CRSP612	Cricket Single Remote Terminal Unit (RTU) with StreetSmart Technology *	\$110	\$27,720
				Communications & Reporting Tools		
2	1		CRC612	One Year	Incl.	
3	1		Lot	Installation Materials	Incl.	
4	1		Lot	Setup Service (One time cost)	Incl.	
5	1		Lot	Installation	Incl.	
				Warranty: 5 year on all parts. Includes Battery Operated RTU, Radios, StreetSmart Antenna, Cables, Connectors, Single Point Level Instrumentation, Nema 4X cabinet with 3 year battery pack, and maintenance.		
Total						\$27,720

Option

Additional Year						
Item	Qty	Months	Part Number	Description	Unit Cost	Extension
1	7	12		Additional Year for Cricket Single Remote Terminal Unit (RTU) with StreetSmart Technology *	\$110	\$9,240
Total						\$9,240



601 Parkcenter Dr. Suite 209
Santa Ana, CA 92705
Phone 714-542-1004 Fax: 714-542-1332

August 25, 2021

City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Subject: City of San Fernando RFP - Sewer Overflow Monitoring Services

Attn: Kenneth Jones

Attached you will find Utility Systems Science & Software (US3) response for Sewer Overflow Monitoring Services RFP. US3 will provide seven (7) Cricket Flow Monitoring for three (3) years, and two one-year options to renew.

The data will be stored on our Cloud Based Redundant Secure Servers, with access from virtually any web-enabled device. You should expect on the order of 95%+ uptime on all devices.

Cricket includes:

1. Remote Area sensor that is battery powered that will last for up to 3-5 years,
2. Access to secure web browser to view system status and compile all data in most known formats,
3. Ability to send alarm notifications (emergency notification) to email/cell phone as well as update on secure web server,
4. Ability to alarm under level/flow scenarios,
5. Ability to provide level-based flow data,
6. Ability for remote location and analysis of data plus "blockage" predication capabilities.

We have many advantages from most (if not all of our competitors). They include **Storm Watch**. During normal operations, the sampling rate of the ultra-sonic sensor is on the order of say 15 minutes. As a storm approaches, sampling can be automatically updated to all or some sensors (say based on a micro-climate) to 1, 5 or 10 minutes sampling. Upon conclusion of the storm, the sampling rate will automatically return to the normal rate.

If you have any questions or comments, please contact undersigned at 714-564-3494.

Sincerely,

Mark Serres

Mark Serres
Vice President

City of San Fernando RFP – Sewer Overflow Monitoring Services

Request for Proposal
For
City of San Fernando RFP
Sewer Overflow Monitoring Services



Leaders in Sewer Flow Monitoring Services

601 N. Parkcenter Dr., Suite 209
Santa Ana, CA 92705
Phone: 714-542-1004 Fax: 714-542-1332

9314 Bond Ave. Suite A
El Cajon, CA 9021
Phone: 619-546-4281 Fax: 619-398-2380

www.uscubed.com

www.sewerflow.com

www.utility-iot.com

City of San Fernando RFP – Sewer Overflow Monitoring Services

**City of San Fernando
Sewer Overflow Monitoring Services**

Proposal Index

- Tab 1: Statement of Qualification
- Tab 2: Technical Approach
- Tab 3: Project Management & Staffing
- Tab 4: References
- Tab 5: Pricing

City of San Fernando RFP – Sewer Overflow Monitoring Services

Tab 1: Statement of Qualification

Utility Systems Science & Software, Inc. (**US3**) is a specialty service company providing monitoring and control for Utilities since 1996, performing sewer flow monitoring services 24/7 throughout Southern California.

US3 is a California Corporation **Federal ID No. 33-0729605** and qualifies as a Minority Business Enterprise. US3 has certified as an MBE with the California Public Utility Commission's authorized clearinghouse, **Verification Number: 97ES0008**.

US3 is in the forefront of this industry by taking the proven technological approaches, developed in other high tech industries and applying them to protect some of our most precious natural resources - our water.

US3 engineers and technical personnel have applied advanced instrumentation system technology to water/waste water open channel flow monitoring, pipeline evaluation, engineering, and data analysis, all coupled to the power of the Internet. This unique integrated systems approach allows the company to bring greater insight and intelligence gathering information about the water and waste water system performance of our clients, and in turn to support the fulfillment of their commitments to manage and cost effectively design, operate, and maintain these systems.

Moreover, **US3** supports Municipalities, Consulting Engineering firms and other water/waste water systems integrators by providing temporary technical Services for engineering, software programming and technical site maintenance and calibration site support work primarily in the Water and Waste Water industries.

US3 is focused on those clients that have regulatory mandated schedule driven projects. Also where budgets can accommodate high quality outstanding technical Services.

US3's management has over 30 years' experience in the startup and operation of specialty contract engineering Services. The owners and management team are all

Professional and degreed engineers and have extensive experience in the application and implementation of Water/Waste Water and associated Process Control Projects.

A corporate goal of the organization is to provide our customers with the best professional Engineering, Technician, and Software Programmer personnel available. To accomplish this, we at US3 consider our employees and perspective employees as our most valuable asset and recruit, qualify, and hire with the due diligence to assist our clients in the performance of their work and to assist US3 in developing the long term relationships which will lead to continued growth and profitability.

Specific advantages of selecting US3 include:

- Full in-house capabilities for all engineering disciplines required for this project.
- Direct applicable experience with all components associated with telecommunication systems, including extensive water/wastewater experience.
- An excellent reputation for providing quality-engineering Services within stipulated budgets and schedules.
- Engineering support for modifications or refinements to the system.
- Top of the line products with less Maintenance and Calibration Services
- Certified Confined Space Entry Service Crews.
- Knowledge of Flow Monitoring and integration into existing or new GIS & SCADA systems.

City of San Fernando RFP – Sewer Overflow Monitoring Services



All technicians are certified for Confined Space Entry.

US3: Proven Experience with Flow Monitoring Systems

Utility Systems Science & Software (US3) principles have installed and integrated hundreds of Flow Monitoring Systems for both fresh and wastewater systems all over the world. Today, millions of people from Cities, Counties and Industry depend on our systems to both monitor and control their infrastructure every minute of every day reliably. It would be difficult for one to travel in the USA, from North Slope of Alaska to Mexico, Pennsylvania to Hawaii (North, South, East and West) and not in some way and have not used our systems either directly or indirectly. This level of accuracy and reliability is what ***your*** customers should expect from our industry.

City of San Fernando RFP – Sewer Overflow Monitoring Services**Why Selecting a Total System Supplier is Critical to Your Success**

US3 provides an "off the shelf" approach, providing the highest quality of engineering Services and the associated data. When combined with the system integration of US3, this provides City of San Fernando the highest level of system support and Services at the lowest cost. US3's unique approach assures that all components are properly engineered to "fit together," with one contact, one contract and one source for all your system issues providing optimal system quality throughout the life of the system.

What Makes Experience a Benefit?

The ability to successfully develop products, engineer systems and implement to high quality standards requires the seamless integration of diverse technical and managerial resources. Complex water systems include multiple control points, wide area coverage, difficult topographical problems, wireless operation, parallel system control, paging interfaces, and many other resource intensive considerations.

Name of Company:

Utility Systems Science & Software

Type of Company:

Utility Systems Science and Software is a Corporation 03-0404434

DIR: 1000014022

Certified Minority Business Enterprise

Certified Small Business Enterprise

Address:**Corporate Office**

601 N. Parkcenter Dr., Suite 209

Santa Ana, CA 92705

Phone: 714-542-1004 Fax: 714-542-1332

Number of Employees

Utility Systems Science & Software has over 80 employees as part of their parent company, Technology Resource Center (TRC).

Name, Title, Address and Telephone numbers of persons to contact concerning the Proposal.**Mark Serres VP**

Mark.serres@uscubed.com

601 N. Parkcenter Dr., Suite 209

Santa Ana, CA 92705

Phone: 714-542-1004 Fax: 714-542-1332

Tom Williams Engineering Manager

Tom.williams@uscubed.com

9314 Bond Ave. Suite A

El Cajon, CA 9021

Phone: 619-546-4281 Fax: 619-398-2380

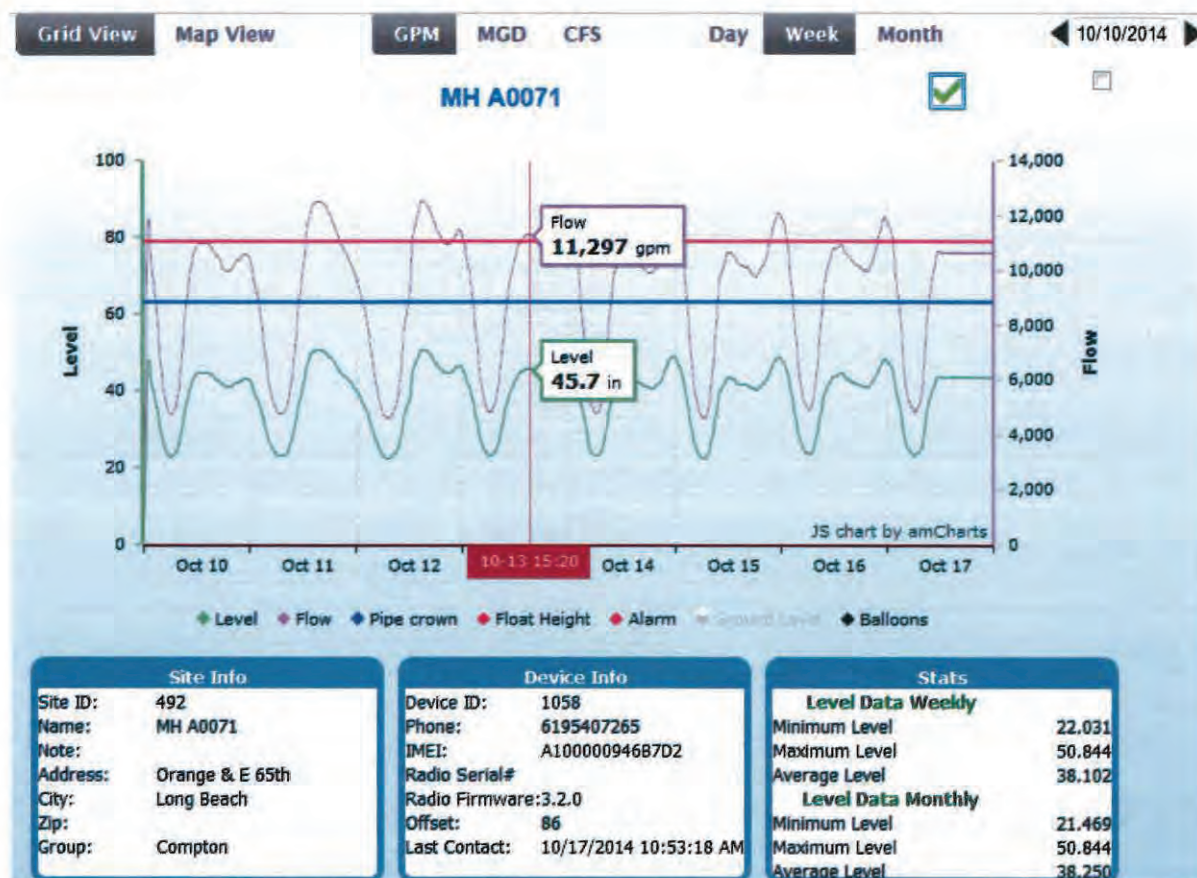
Supervisor. Available 24/7 via telephone.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Tab 2: Technical Approach

US3 will be providing City of San Fernando an off the Shelf, non-proprietary solution.

1. Remote Area sensor that is battery powered that will last for up to 3-5 years
2. Access to secure web browser to view system status and compile all data in most known formats,
3. Ability to send alarm notifications (emergency notification) to email/cell phone as well as update on secure web server,
4. Ability to alarm under level/flow scenarios,
5. Ability to provide level-based flow data,
6. Ability for remote location and analysis of data plus “blockage” predication capabilities.



Site Evaluation Screen: This includes a Standard Graph with the Scatter Plot. From this screen you can view different Days, Weeks and Months of Data.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Flow Down Daily Report: Capture all associated sites within a Basin and their combined flows.

Reports

Select Report	Define Parameters	Run
Basin Flowdown City Of San Antonio	Date: 3/26/2013	Run

1 of 1 100% Find Next



Report Date: 03/26/2013
Customer: US3

Basin Flowdown 3/26/2013 thru 3/26/2013

Flodar

Basin	Minimum	Maximum	Average
RG	0.040	0.136	0.074

Gauges

Rain Gauge	Amount
Pump Station Rain Gauge	0.000

Page 1 of 1

Reports

Select Report	Define Parameters	Run
Flowdown Daily City Of San Antonio	Date: 3/26/2013	Run

1 of 1 100% Find Next



Report Date: 03/26/2013
Customer: US3

Flowdown Daily 3/26/2013

Site Name	Flow MGD			Velocity			Level		
	Max	Min	Avg	Max	Min	Avg	Max	Min	Avg
US3_MH_87942	94.753	27.712	51.586	1.235	0.438	0.728	4.063	3.113	3.601
Basin Name	Max	Min	Avg	Max	Min	Avg	Max	Min	Avg
RG	94.753	27.712	51.586	1.235	0.438	0.728	4.063	3.113	3.601

Page 1 of 1

Flow Down Monthly Report: is a report to capture all associated sites within a Basin and their combined flows as well as the associated Rain Gauges.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Reports

Select Report	Define Parameters	Run
Site Flow Statistics with Re City Of San Antonio	Site: US3_MH_87942 From: 3/26/2013	<input type="button" value="Run"/>

1 of 1 100% Find Next



Utility Systems Science and Software

 Report Date: 03/26/2013
 Customer: US3
 Site: US3_MH_87942
 Pipe size: 10"

Weekly Flow Statistics for US3_MH_87942

Date	Flow (GPM)			Flow (MGD)			Velocity (FPS)			Level (inches)			Total Gal	Rain
	Avg	Max	Min	Avg	Max	Min	Avg	Max	Min	Avg	Max	Min		
3/26/2013	45.37	55.32	27.71	0.07	0.08	0.04	0.68	0.93	0.44	3.51	4.06	3.11	65,339	0.00
Week:	45.37	55.32	27.71	0.07	0.08	0.04	0.68	0.93	0.44	3.51	4.06	3.11	65,339	0.00

Page 1 of 1

Flow Site Statistics: Site Specific report generated to monitor a site on a daily evaluation and broken up into weekly totals. The Associated Rain Gauge Data is also included with this report for further analysis evaluation.

City of San Fernando RFP – Sewer Overflow Monitoring Services



Report Date: 03/26/2013
 Customer: US3
 Site: US3_MH_87942
 Pipe size: 10"

Site History for US3_MH_87942: 3/11/2013 thru 3/26/2013

Timestamp	Level	Velocity	Flow (MGD)	Flow (GPM)	Rain
03/26/2013 15:00	3.64	0.60	43.30	30072.06	0.000
03/26/2013 14:45	3.67	0.61	44.58	30959.67	0.000
03/26/2013 14:30	3.77	0.49	37.44	26000.36	0.000
03/26/2013 14:15	3.80	0.65	50.25	34898.81	0.000
03/26/2013 14:00	3.85	0.52	41.05	28508.21	0.000
03/26/2013 13:45	3.89	0.57	45.74	31763.53	0.000
03/26/2013 13:30	3.86	0.52	41.24	28638.42	0.000
03/26/2013 13:15	3.86	0.53	42.06	29209.78	0.000
03/26/2013 13:00	3.89	0.61	49.02	34038.85	0.000
03/26/2013 12:45	3.65	0.63	45.70	31738.65	0.000
03/26/2013 12:30	3.61	0.61	43.46	30179.06	0.000
03/26/2013 12:15	3.72	0.64	47.82	33210.20	0.000
03/26/2013 12:00	3.84	0.55	43.24	30026.33	0.000
03/26/2013 11:45	3.75	0.56	42.41	29450.27	0.000
03/26/2013 11:30	3.71	0.63	46.92	32582.00	0.000
03/26/2013 11:15	3.85	0.52	41.05	28504.14	0.000
03/26/2013 11:00	3.94	0.49	40.05	27812.81	0.000
03/26/2013 10:45	3.75	0.60	45.44	31558.21	0.000
03/26/2013 10:30	3.78	0.60	46.06	31988.99	0.000
03/26/2013 10:15	3.87	0.49	38.97	27063.53	0.000
03/26/2013 10:00	3.83	0.58	45.50	31599.79	0.000
03/26/2013 09:45	3.82	0.60	46.97	32621.12	0.000
03/26/2013 09:30	4.02	0.62	52.25	36286.60	0.000
03/26/2013 09:15	4.05	0.58	49.50	34373.20	0.000
03/26/2013 09:00	3.88	0.58	46.49	32285.91	0.000

Data Report: This report can be exported to Excel for further evaluation.

Benefits of Cricket include:

1. Cricket Installation only takes about 15-30 minutes;
2. The battery will last up to 3-5 years;
3. Cricket provides fully redundant sensors (single point and ultra-sonic);
4. There are no additional fees;
5. On an event, all of the logged data is immediately sent to the secure server for analysis;
6. You can set up your units by area and/or basins for reporting.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Cricket RTU

General Cricket RTU with 3-5 year battery with Ultra-Sonic and Single Point Monitoring.



Conclusion:

Cricket provides off-the-shelf solution for near real-time storm & sewer flow / level monitoring. There are no exposed wires or antennas. The electronics DO NOT mount on the manhole cover. It will be a drop and go application.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Work Plan Data Availability & Quality Assurance

Anticipated Time	Scope of Services/Project Deliverables
	1. Provide all necessary calibrated flow monitoring equipment to accurately and continuously measure sanitary sewer flows for City of San Fernando at seven (7) locations for three (3) and allow for two one-year options to renew. US3 shall have full responsibility of its employee's safety and providing appropriate safety equipment.
One crew two days	2. Install flow monitoring equipment at the locations specified by City of San Fernando staff and provide the following:
	<ul style="list-style-type: none"> a. In-situ calibration of flow instruments to observed site conditions; b. Manually confirm depth and velocity measurement of each monitor; c. Configure instruments for fifteen (15) minute data collection intervals (this is configurable to say 1, 5, 10, etc.)
Data Analyst examine data duration of the project.	
	3. Collect simultaneous flow data at five (5) continuously.
	4. US3 to provide periodic maintenance and calibration of all equipment to ensure uninterrupted data collection for the duration of the project including:
	<ul style="list-style-type: none"> a. Depth and velocity verifications; b. Checking/measuring any buildup of silt levels; c. Inspection of all points of connection; d. Measuring power supply and battery replacement (if needed); e. Responding to instrument failure.
	5. Perform data processing and flow analysis for all data collected according to accepted engineering principles.
	<ul style="list-style-type: none"> a. Discussion of the process and equipment used; b. Description of site investigation and monitor calibration against City provided flow records; c. Discussion of installation including a flow site inventory table located on website with: <ul style="list-style-type: none"> i. Meter site number ii. City's Manhole ID number iii. Site description or address iv. Pipe diameter v. Dates installed and removed vi. Low flow rates in mgd vii. Average daily flow rates in mgd viii. Peak flow rates in mgd

City of San Fernando RFP – Sewer Overflow Monitoring Services

	ix. Average velocity in ft/sec x. Average depth in inches; d. Discussion of monitoring and maintenance procedures;
One crew one day	7. Remove flow monitoring and associated hardware; restore utilities to their original configuration at the end of monitoring period.
	8. All data collected shall become the property of City of San Fernando.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Tab 3: Project Management & Staffing

The fundamental objective is to provide city with the high quality Services by utilizing advance-metering technologies factory certified from Hach Co. All Services will be completed per an agreed schedule. The Installations, Calibrations, Maintenance Services will be performed by US3 and is designed to provide City of San Fernando with complete coverage with hardware, software and engineering. Thus, the Implementation Plan includes:

- Verify equipment installation/operation.
- Train City of San Fernando staff up to 10 people with all necessary handouts.
- Gather information as a prelude to software/hardware maintenance.
- Examine system following with the designed format forms.
- Provide engineering/technical on-site support as needed to support the system.
- Provide with 24 hrs on-call response support.

Key Personnel

US3 possess all material, office and technical resources required to successfully maintain the system and provide skilled enhancements for City of San Fernando. Primary in support of this effort will be the following personnel:

US3 possess all material, office and technical resources required to successfully monitor the system and provide skilled enhancements for City of San Fernando. With over 60 engineers and technicians, US3 can easily provide the necessary resources to fully implement this project. Primary in support of this effort will be the following personnel:

Mr. Mark Serres: Mr. Serres is a degreed electrical engineer with over 25 years systems Fresh/Waste water systems, project management and systems

Integration experience in relation to complex industrial systems, this includes experience in industrial automation and water/waste water industries. Mr. Serres will be the primary point of contact for all technical issues for City of San Fernando. Mr. Serres will also be responsible for assuring client satisfaction and will marshal the required resources to meet the project requirements.

Mr. Thomas Williams: Mr. Williams will be the City of San Fernando Project Manager with over 15 years of complex systems development for wastewater monitoring system experience. This experience includes hydraulic compatibility, instrumentation, communications and analysis.

Darlene Szczublewski, P.E.: Mrs. Szczublewski has over ten years of engineering experience in flow monitoring related projects. She assisted in the review of flow meter data and the completion of several SSES and Capacity Analysis projects to meet Consent Decrees. Mrs. Szczublewski has completed numerous I/I-related studies for other clients as well.

Mrs. Szczublewski has developed numerous flow data analysis techniques to present a clear informative picture of flow responses to storm events. Her work also includes the development of training programs for clients describing I/I and capacity analysis methodologies.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Mark Serres, MSEE

Mark Serres is an engineer with over 30 years of experience in fresh and wastewater systems, project management, and systems management. Mark has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

Years of Experience

30

Education

MS, Electrical and Electronic Engineering
Heriot Watt, University
Edinburgh, Scotland
BS, Electrical Engineering
Heriot Watt University
Edinburgh, Scotland

Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling. Project Manager for the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

City of Santa Barbara Wastewater Monitoring and Water Quality Sampling. This includes the Flow Monitoring and Wastewater Sampling at eleven locations. Water sampling analysis was provided by US3 on 24 hour sample daily basis. US3 will provided all C31 traffic control per Cal-Trans Methods & Procedures. All Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results.

City of Culver City Wastewater Monitoring and Sewer Planning Project Manager for the monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems.

City of Laguna Beach Sewer Planning and Wastewater Monitoring Project Engineer for the planning, installation, and monitoring of 29 pump stations in the City of Laguna Beach. Tasks include: providing wastewater monitoring; installing an event notification system; assisting in the installation of a communication tower; providing pump station level monitoring; and planning and implementing a successful sewer study in several difficult pump station sites.

City of Riverside Sewer Flow Monitoring Project Project Engineer for the integration of a sewer flow monitoring system with a city-wide wireless telemetry network. Tasks include: installing wastewater event notification systems; providing system-wide sewer planning; wastewater monitoring; integrating a city-wide Supervisory Control and Data Acquisition (SCADA) system; installing a treatment plant metering system; and providing training to City staff for future wastewater monitoring.

City of South Pasadena Wastewater Monitoring Project Engineer for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Thomas Williams, BSEE, BSME, PE

Thomas Williams is an electrical and manufacturing engineer with over 24 years of experience in fresh and wastewater systems, project management, and systems management. Thomas is the Engineering Manager for US3. Thomas has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

Years of Experience: 24

Education

BSEE, Electrical Engineering
Indiana University - Purdue University
Fort Wayne
BSME, Manufacturing Engineering
Indiana University - Purdue University
Fort Wayne

Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling. This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

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City of South Pasadena Wastewater Monitoring Project Manager for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

City of San Fernando RFP – Sewer Overflow Monitoring Services

Constance “Darlene” Szczulewski, PE, QSD, LEED AP

Constance “Darlene” Szczulewski is an environmental engineer with over 12 years of experience as a civil engineer specializing in water resources and flow monitoring related projects. Darlene has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. Current on State Water Resources Control Board (SWRCB) and Regional Water Quality Control Board (RWQCB) policies, new construction permit requirements, Total Maximum Daily Loads (TMDL) and related water quality objectives.

Years of Experience

12

Education

BS Environmental Engineering
San Diego State University

CA Registered Civil Engineer
NV Registered Civil Engineer

Developed innovative solutions for client construction and post-construction needs using current water quality regulations and Best Management Practices (BMPs). Prepared and delivered numerous presentations on Leadership and Energy and environmental Design (LEED) AND Low Impact Development (LID) water quality BMPs, incorporation cutting edge technology into project designs and plan sets. Her experiences include working with a wide range of projects from urban developments to rural master plan communities to government and public entities.

Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling. This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

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City of South Pasadena Wastewater Monitoring Civil Engineer for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

City of San Fernando RFP – Sewer Overflow Monitoring Services**Tab 4: References / Company Experience**

US³ is the leading sewer flow monitoring company in the USA, providing the highest level of service at the lowest cost. With over 500+ flow meters and calibrated proportional flow water samplers, US3 has the capability of providing City of San Fernando the highest quality flow monitoring Services.

Related Flow Monitoring Services

Utility Systems Science & Software is one of the leading sewer flow monitoring companies in the USA. The listed projects below include virtually every type of standard sewer flow monitoring. It should be noted that for these projects, the data is Web- Based as part of their overall Sewer Flow Monitoring Plan.

These projects are listed because they include:

- ☐ Open-Channel Monitoring,
- ☐ Pressure side monitoring,
- ☐ Pump-Station monitoring,
- ☐ Rain-Gauge monitoring.

Orange County Sanitation District**Wastewater Monitoring**

Date: On-going
Contact: Christie Shiang
Process Engineering
714-593-7499

1. Sewer Flow Monitoring Project.
2. Data Analysis
3. Custom Meter Installation.

City of San Fernando RFP – Sewer Overflow Monitoring Services

City of Houston

Wastewater Monitoring



Date: On-going
 Contact: Vince Turner
 281-650-7500

1. Sewer Flow Monitoring Project with Integration of City Wide Wireless Telemetry Network.
2. Waste Water Event Notification Systems.
3. Wastewater Monitoring Training
4. Customer Meter Installation
5. Finalist in Environmental Project of the Year 2017

Culver City

Wireless Waste Water Monitoring, ENS, Sewer Planning, Lift Station Monitoring and Permanent Monitoring



Date: On-going
 Contact: Gabe Garcia
 Engineering & Information Technology
 310-253-5618

1. Flow Monitoring Project Integration of City Wide Wireless Telemetry Implementation of Wireless Communication Network
2. Waste Water Event Notification Systems
3. Pump Station Integration Projects
4. Sewer Flow Monitoring Training Projects
5. Repair and replace Pump Station Control System
6. Customer Meter Installation

City of San Fernando RFP – Sewer Overflow Monitoring Services

City of Riverside

System Wide Sewer Planning, Waste Water Monitoring, Wireless SCADA and Permanent Monitoring



Dates: On-going
Contact: Steve Amsden
SCADA Systems Supervisor
951-351-6185

1. Sewer Flow Monitoring Project with Integration of City Wide Wireless Telemetry Network
2. Waste Water Event Notification Systems
3. City wide SCADA Integration
4. Wastewater Monitoring Training
5. Treatment Plant Meter Installation

City of Laguna Beach

Sewer Planning, Waste Water Monitoring, ENS, Lift Station Monitoring and Temporary Monitoring



Date: On-going
Contact: Dave Shissler
Director of Water Quality
949-497-0328

1. Wastewater Monitoring
2. Event Notification System
3. Bluebird Canyon Land Slide Waste Water Monitoring
4. Pump Station Level Monitoring
5. Communication Tower Installation
6. 29 Pump Stations Integration Project
7. Successful Temporary study in difficult sites

City of San Fernando RFP – Sewer Overflow Monitoring Services

Tab 6: Pricing**US3 Cost Proposal****Sewer Overflow Services at 7 locations for 3 years**

Cricket RTU Cloud Based Flow Monitoring with Alarm Notification						
Item	Qty	Months	Part Number	Description	Unit Cost per month per site	Extension
1	7	36	CRSP612	Cricket Single Remote Terminal Unit (RTU) with StreetSmart Technology *	\$110	\$27,720
2	1		CRC612	Communications & Reporting Tools	Incl.	
3	1		Lot	One Year	Incl.	
4	1		Lot	Installation Materials	Incl.	
5	1		Lot	Setup Service (One time cost)	Incl.	
			Lot	Installation	Incl.	
Warranty: 5 year on all parts. Includes Battery Operated RTU, Radios, StreetSmart Antenna, Cables, Connectors, Single Point Level Instrumentation, Nema 4X cabinet with 3 year battery pack, and maintenance.						
Total						\$27,720

Option

Additional Year						
Item	Qty	Months	Part Number	Description	Unit Cost	Extension
1	7	12		Additional Year for Cricket Single Remote Terminal Unit (RTU) with StreetSmart Technology *	\$110	\$9,240
Total						\$9,240

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Sewer Overflow Monitoring Services

RELEASE DATE: August 2, 2021

RESPONSE DUE: September 1, 2021

GENERAL INFORMATION / BACKGROUND

The City of San Fernando is requesting proposals from qualified firms to provide turn-key Sewer Overflow Monitoring Services at seven (7) predetermined locations with the City. The contract for services will have an initial term of three (3) years and allow for two one-year options to renew.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers and 800 manholes, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and 5 parks. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential

SCOPE OF SERVICES

Consultant shall provide turn-key sewer overflow monitoring services at seven (7) locations within the City of San Fernando. The tasks related to establishing this service are set forth below:

1. The Firm shall install, operate and maintain sewer overflow depth monitoring equipment that will allow for remote collection and analysis of data plus "blockage" predication capabilities and emergency notifications at seven (7) locations (**Attachment A**) identified by the City. All depth monitoring equipment is required to be certified as Intrinsically Safe for installation in Class I, Division 1, Group C & C/Zone 0 atmospheres or equivalent.
2. The Firm shall have the capability to remotely conduct diagnostic inspections of all equipment using industry standard hardware and software.
3. The Firm shall provide operation services which includes: cleaning sensors, swapping meters, fixing communication issues and battery replacement (assuming a 15-minute sample rate), necessary to keep the equipment operating in accordance with the manufacturer's design specifications – including:
 - Communication link failure - including control boards, modem, and modem interface;
 - Hardware replacement – sensor malfunction;
 - Low battery voltages - Battery voltages shall be considered as being low when the voltage is less than 5.5V.
4. For data collection and diagnosis, the Firm shall upload data received from depth meters every twenty-four (24) hours to a Cloud based system. Firm shall review the data (e.g. bi-weekly) to verify that equipment is in working order and dispatch field crews to perform diagnosis services.

5. The Firm shall have a system in place which allows City staff to receive real-time alarms/notifications (via the web, cell phones and emails) if any set triggers are reached at any of the individual depth meters. Alarm triggers must be able to be set for Loss of Depth, Pipe Height, High, High High and Overflow.
6. The Firm's field service shall occur during the normal operating hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. Monday through Friday (excluding holidays).
7. The Firm shall designate a field service representative who will be the primary contact with the City for the resolution of field problems.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Monday, August 16, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Friday, August 20, 2021**.

C. Submission of Bid Proposals

All proposals shall be submitted via email to Kenneth Jones at kjones@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **Sewer Overflow Monitoring Services.**" Proposals must be received no later than **Wednesday, September 1, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract (**Attachment B**) will be signed subsequent to the Director of Public Works' review and approval of the recommended firm.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	August 2, 2021
Deadline for submittal of Questions:	August 16, 2021
Response to Questions:	August 20, 2021
Deadline for submittal of Proposal:	September 1, 2021
Interviews (if necessary)	September 2021
Execute Agreement:	September 2021

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work
2. Relevant experience within the past fifteen years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. Name, Address and Phone Number
2. Related experience during the last fifteen years
3. Name and detailed resume of key personnel who will be providing services to the City showing educational background and experience for at least the past fifteen (15) years.
4. References from previous clients with direct knowledge of each key personnel's' past performance.
5. Cost proposal for services broken down per contract term including one-year options to renew contract.

The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.

ATTACHMENT A

LOCATIONS

1. 1603 Glenoaks Blvd. & Workman Street
2. 1603 Glenoaks Blvd, & Harding Street (Intersection of Glenoaks and Harding)
3. 903 3rd Street & North Brand Avenue
4. 903 3rd Street (Located in parking lot between Brand Avenue and Macneil Street)
5. 865 Chatsworth Drive & O'Imelveny Avenue
6. 1321 1st Street & Alexander Street
7. 833 Griswold Avenue

ATTACHMENT B



PROFESSIONAL SERVICES AGREEMENT

Consultant

Sewer Overflow Monitoring Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of September 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and [INSERT NAME OF CONSULTANT], a [INSERT TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of three (3) years with two (2) one-year City options to renew commencing from October 1, 2021. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in **Exhibit "B"** (hereinafter, the "**Approved Rate Schedule**").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [NOT-TO-EXCEED SUM] (hereinafter, the "Not-to-Exceed

PROFESSIONAL SERVICES AGREEMENT

Sewer Overflow Monitoring Services

Page 2 of 17

Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s monthly compensation is a function of hours worked by CONSULTANT’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT’s cessation or abandonment.

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Rodrigo Mora, Public Works Operations Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **[INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION]** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

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- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker

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employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance

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and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

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- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of

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CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure

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period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No

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actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

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Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent

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jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:

[INSERT Business Name of Consultant]

[INSERT Business Address]

Attn: [INSERT Name/Title of Consultant's chief contact]

Phone: [INSERT Phone Number]

Fax: [INSERT Fax Number]

Email: [If available, INSERT e-mail or delete]

CITY:

City of San Fernando

Public Works Department

117 Macneil Street

San Fernando, CA 91340

Attn: Matt Baumgardner, Director of Public Works

Phone: 818-898-1237

Fax: 818-361-6728

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further,

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CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both

PROFESSIONAL SERVICES AGREEMENT

Sewer Overflow Monitoring Services

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Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

Sewer Overflow Monitoring Services

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

CITY OF SAN FERNANDO

**[INSERT BUSINESS NAME OF
CONSULTANT]**

By: _____

Nick Kimball, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

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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: September 20, 2021

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with Athens Services for Citywide Street Sweeping Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Athens Services (Attachment "A" – Contract No. 1955(a)) to provide Citywide street sweeping services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. On March 3, 2020, a Request for Proposals (RFP) for street sweeping services was sent out to experienced contractors and published on the City's website.
2. On March 27, 2020, the City received one sealed proposal to provide street sweeping services.
3. Staff reviewed the proposal to evaluate responsiveness to the City's RFP, bidder qualifications, and to determine feasibility of cost of services proposed.
4. On June 15, 2020, the City Council awarded a seven-year contract plus three (3) additional one-year options (Exhibit "A" of Attachment "A") to Athens Services (Athens) for citywide street sweeping services.

ANALYSIS:

The City contracts with Athens to provide street sweeping services for approximately 120 curb miles and public rights-of-way, including:

Consideration to Approve a First Amendment to the Professional Services Agreement with Athens Services for Citywide Street Sweeping Services

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- Residential streets, which account for approximately 105 curb-miles and are swept once per week;
- Commercial streets, which account for approximately 4.6 curb-miles and are swept once per week; and
- Alleys, parking lots, and other City-owned rights-of-way, which are swept every other week.

Street sweeping is a critical component to the City's efforts to keep neighborhoods clean, maintain public hygiene, as well as meet the City's obligation to keep trash out of the storm drain system, pursuant to the NPDES (National Pollutant Discharge Elimination System) permit. Street sweeping is performed Monday through Friday each week. Street sweeping hours are 6:00 a.m. to 2:00 p.m. in residential areas and 2:00 a.m. to 6:00 a.m. on major arterials and commercial areas.

During a recent review of all Public Works professional services agreements, a clerical error was discovered within Section 1.3(B) of Athens' Master Agreement for providing citywide street sweeping services. The contract did not correctly reference that the not-to-exceed sum for compensation of Athens' services was an annual amount. Instead, it read as if the not-to-exceed sum would be for the entire term of the contract.

Rectifying the clerical error by adding the word "Annual" within Section 1.3(B) of the agreement will help to clearly identify Athens' annual not-to-exceed sum of compensation during the initial term of the agreement for citywide street sweeping services.

BUDGET IMPACT:

The non-substantive change to Athens' master agreement will not have a monetary effect on the current (Fiscal Year 2021-2022) or future approved fiscal year budgets during the term of the contract.

CONCLUSION:

It is recommended that City Council approve the First Amendment to Athens Services (Contract No. 1955(a)) to provide citywide street sweeping services and authorize the City Manager, or designee, to execute the Amendment and all related documents.

ATTACHMENT:

- A. Contract No. 1955(a)

**ATTACHMENT “A”
CONTRACT NO. 1955(a)**

**2021
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Athens Services – Citywide Street Sweeping Services)**

THIS 2021 FIRST AMENDMENT (“First Amendment”) to that certain agreement entitled “Professional Services Agreement – Athens Services – Citywide Street Sweeping Services” originally executed 15th day of June 2020 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city (“CITY”) and ATHENS SERVICES (hereinafter, “CONSULTANT”) is made and entered into this 20th day of September 2021 (“Effective Date”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to both CITY and CONSULTANT. The capitalized term “Party” may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into professional services agreement dated June 15, 2020 and entitled “Professional Services Agreement – Athens Services – Citywide Street Sweeping Services,” Contract No. 1955 (hereinafter, the “Master Agreement”), the Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the purpose of this First Amendment is to correct a clerical error to Section 1.3(B) of the Master Agreement; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council (“City Council”) at its Regular Meeting of September 20, 2021.

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

SECTION 1. Section 1.3 (B) of the Master Agreement is hereby amended in its entirety as follows:

“Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement, excluding any extension term, shall not exceed the annual budgeted aggregate sum of TWO HUNDRED NINE THOUSAND – THREE HUNDRED TWENTY DOLLARS & EIGHTY CENTS (\$209,320.80) (hereinafter, the “Annual Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONTRACTOR’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR’s performance pending CITY approval of any anticipated expenditures in excess of the **Annual** Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.”

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of

CONTRACT NO. 1955(a)

this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY:

CONSULTANT

City of San Fernando

Athens Services

By:_____

Nick Kimball
City Manager

By:_____

Name:_____

Date:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____

Name:_____

Title:_____

Date:_____



PROFESSIONAL SERVICES AGREEMENT

ATHENS SERVICES

Citywide Street Sweeping Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of June 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and ATHENS SERVICES (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of Seven (7) years commencing from July 1, 2020: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of Three (3) One-Year Extensions, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in **Exhibit "A."** CONTRACTOR shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Budget Summary as being reimbursable pass through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of

PROFESSIONAL SERVICES AGREEMENT

Citywide Street Sweeping Services

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the General Manager or designee before they are incurred. For the purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable." CONTRACTOR shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONTRACTOR's monthly invoice or statement. CITY shall be under no obligation to reimburse CONTRACTOR for unsubstantiated costs or expenses.

- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement, excluding any extension term, shall not exceed the budgeted aggregate sum of TWO HUNDRED NINE THOUSAND – THREE HUNDRED TWENTY DOLLARS & EIGHTY CENTS (\$209,320.80) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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Citywide Street Sweeping Services

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- 1.6 ABANDONMENT BY CONSULTANT: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Management Analyst (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Daniel Godoy, Assistant General Manager to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;

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Citywide Street Sweeping Services

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- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the

PROFESSIONAL SERVICES AGREEMENT

Citywide Street Sweeping Services

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services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

PROFESSIONAL SERVICES AGREEMENT

Citywide Street Sweeping Services

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- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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Citywide Street Sweeping Services
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- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

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Citywide Street Sweeping Services

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- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall

PROFESSIONAL SERVICES AGREEMENT

Citywide Street Sweeping Services

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be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that

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the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of

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the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONTRACTOR:

Athens Services
12303 Montague Street
Pacoima, CA 91331
Attn: Shane Caswell
Phone: 818-381-4383
Email: SCaswell@athensservices.com

CITY:

City of San Fernando
Public Works Department
117 Macneil Street, San Fernando, CA
91340
Attn: Director of Public Works
Phone: 818-898-1237
Fax: 818-361-6728

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the

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term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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

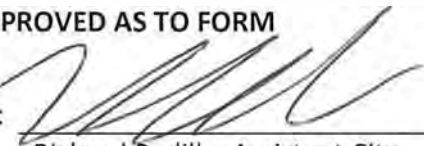
CITY OF SAN FERNANDO

By: 
Nick Kimball, City Manager

ATHENS SERVICES

By: 
Name: Cesar Torres
Title: Executive Vice President

APPROVED AS TO FORM

By: 
Richard Padilla, Assistant City
Attorney

SCOPE OF WORK

Contractor shall provide all labor and equipment necessary to perform street sweeping services in the City of San Fernando in accordance with this Agreement, on the following terms and conditions.

A. Definitions

- 1) "Streets" shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City.
- 2) "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.
- 3) "Curb-mile" means a swept path not less than eight (8) feet wide for a cumulative total length of 5,280 feet.
- 4) "Roadbed" means entire street pavement from curb to curb.

B. Description of Required Services and Experience

- 1) General. The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter and to maintain the streets in a state of cleanliness. Contractor shall remove all debris from all streets every weekly sweeping cycle. Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the sweeper by the Contractor. Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary when conditions warrant special attention. Debris collection may require more than one pass in order to sufficiently clean the street. In addition, if sweeper is unable to capture debris around or adjacent to a bulb out, operator shall be required to physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. This service shall be included in the unit curb-mile price at no additional cost to the City.
- 2) The successful Contractor shall have at a minimum five (5) years' experience in Municipal Street sweeping having successfully undertaken contracts in at least 3 municipal jurisdictions. The Contractor shall have developed complete sweeping programs/ schedules for California cities, towns, counties, etc.
- 3) Areas to be Cleaned. All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs and median curbs shall be swept, at a minimum, once a week; alleys and parking lots once every other week. The entire length of all curbs (including bulb outs, median

curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved median noses shall be swept each time the associated street is swept. The entire area of each intersection shall be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left on the street pavement after sweeping is completed.

- NOTE: For debris caught between car stops and major crevices within any parking lot, Contractor shall blow out debris to allow sweeper to pick up or pick up by hand.

- 4) Standard of Performance. The Public Works Director, or designee, will make the final determination as to whether the work has been satisfactorily completed and may order the Contractor to re-sweep areas not swept or cleaned in a satisfactory manner. In the event the results of a sweeping are considered unsatisfactory, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the City, within twenty-four (24) hours of request without interruption to the regular street sweeping schedule.
- 5) Additional Services. Additional services may include emergency call-outs or other instances as requested by the Public Works Director, or designee. Such services will be requested orally or in writing at least twenty-four (24) hours in advance, whenever practical, except for emergency call-outs. No request for additional services shall necessitate the simultaneous assignment of more than four (4) sweepers unless a greater number is agreeable to the Contractor. Payment for such requests shall be based upon the hourly rate specified in **(Attachment D)**.

C. Changes in Services

During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the Contractor. The unit price for change order sweeping shall be at the contract unit price specified in **(Attachment D)**.

D. Schedule of Performance

Street Sweeping Schedule

- 1) Days. Routine street sweeping shall be conducted Monday through Friday unless otherwise approved by the Public Works Director.
- 2) Hours. Standard operating hours for sweeping under this Agreement shall be determined by the City and the Contractor. Arterial streets and commercial areas shall be swept from 2:00 A.M. to 6:00 A.M. Residential

areas shall be swept from 6:00 A.M. to 2:00 P.M. Some areas may be posted with different hours than noted above. It is the Contractor's responsibility to familiarize itself with these areas and adjust the sweeping schedule accordingly.

Contractor shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to comply. No changes to the sweeping schedule will be allowed without the prior approval of City.

3) Holidays

All sweeping is to be done Monday through Friday except on the following Holidays:

New Year's Day
President's Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. For sweeping missed due to the aforementioned holidays, Contractor shall arrange sweeping for another day within a five day working day period. Holiday sweeping schedules must be submitted to the Public Works Director thirty (30) days prior to the holiday. No modification of this holiday schedule shall be effective unless authorized in writing by the Public Works Director.

E. Changes in Schedule Due to Weather Conditions

Scheduled sweeping shall not be canceled for inclement weather by the street sweeping Contractor without approval of the Public Works Director or his designee. During inclement weather a two-hour standby period will be observed before a scheduled residential sweep will be canceled. City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to inclement weather and cancellations without the approval of the Public Works Director or his designee. This effort shall not affect the regularly scheduled sweeping.

F. Disposal and Recycling of Materials

The Contractor shall transport and dispose of all sweeping at a composting or recycling center in accordance with all City, County, State, and Federal requirements. Contractor shall divert or compost all street sweepings to the greatest extent possible, obtaining a minimum of eighty-five percent (85%) diversion rate from landfills. Sweepings may be deposited at temporary dumpsites with the prior approval of the property owner and the Public Works Director. Sweeping shall be removed from such sites each day. Contractor

shall be entitled to no other income, expenses or charges from the City for disposing of sweepings at any disposal site within or outside the City limits. The Public Works Director may, at any time, require the Contractor to relocate, completely remove or discontinue use of such disposal sites. The Contractor shall report on a monthly basis the amount of sweepings disposed of at a composting or recycling center and the name and address the facility. The contractor shall also provide the city with the pertinent information from the composting or recycling facility certifying the % of material processed that is disposed at landfill and where is material sent after collection and processing at the facility.

G. Street Sweeping Equipment

The Contractor shall, as a minimum, keep their equipment well-maintained, neatly painted and meet other reasonable standards as may be established by the Public Works Director. Adequate back-up equipment must be available at all times to service the City. Contractor shall submit in its proposal a listing of all equipment (including back-up equipment) proposed to furnish under this Agreement (including year, make, and condition). The City may, at its sole discretion and expenses, require an annual inspection of Contractor's equipment.

The Contractor shall use a sweeper fleet appropriate for servicing approximately 120 curb miles of street. The fleet shall include a fleet of vacuum and broom sweepers as appropriate for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as the South Coast Air Quality Management District (AQMD) and the California Air Resources Control Board.

Vehicles and equipment used in accordance with sweeping activities should not be more than three (3) years old (2018 or newer) and must meet all applicable local, state, and Federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative fueled sweeping equipment. Equipment shall meet all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District. Consultant shall submit proof of certifications to the City on a bi-annual basis.

All vehicles must be maintained in good repair, appearance, and sanitary conditions at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. A City representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during performance of the Agreement. At the discretion of the Public Works Director, the City may require the installation of special odometers, time clocks, or vehicle speed monitors to verify the quality and quantity of the work performed.

All vehicles and equipment used by the Contractor within the City limits must be clearly identified, on each side of the vehicle or equipment, with the name of the Contractor, address of the Contractor's office, and telephone number. The contractor should also have a magnetic sign of at least 24" by 24" indicating this sweeper is providing service under a contract with the City of San Fernando. All equipment must be equipped in accordance with State laws, including safety hazard lights visible from the rear that operate independently of the brake lights. Sweepers must be equipped with mobile radio communications to the Contractor's dispatch office.

H. Special Equipment

The Contractor shall have all sweepers servicing the City equipped with a GPS Navigation System which provides:

- real-time GPS tracking of vehicles with a maximum update time of three (3) minutes;
- historical GPS data by vehicle for a minimum of sixty (60) days;
- speed monitoring of vehicle;
- Report capability on demand, to provide activity data, route, start/stop times and locations, idle time, speed record by day or route.

I. Equipment Storage

The Contractor shall be responsible for all costs associated with equipment storage. No material and equipment shall be stored where it will interfere with the free and safe passage of public or construction traffic. At the end of each day's work and at all other times when sweeping operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the roadway and open it for use by traffic.

J. Traffic Counters

The City may at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the Contractor to avoid damaging said equipment. If the Contractor, while in the performance of its contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, the Contractor shall bear the entire cost for the restoration, repair, inspection, testing or replacement of said damaged equipment. The City will endeavor to let the contractor know of the location of any such equipment it has requested to be placed in the roadway.

K. Parking Citation Officer – Coordination

The City may use a Parking Control Officer to cite vehicles for parking during street sweeping hours. The Contractor shall coordinate his sweeping activities with the Parking Control Officer. All costs for coordination are the responsibility of the Contractor, and no additional compensation will be allowed.

L. Contractor/City Communication

Throughout the period of this Agreement, the Contractor shall establish and maintain an office and have an authorized Supervisor as the point of contact for communications with the City.

The Contractor's office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by the City. Contractor shall respond and provide emergency service within two (2) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

M. Contractor's Employees

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California.

Any person employed by the Contractor who fails or refuses to carry out the directions of the City, appears to be incompetent, acts in a disorderly, improper or unsafe manner, or shows signs of intoxication or other impairment shall be immediately removed from the job site by the Contractor. Prior to returning a removed employee to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice, and cause for contract termination. . The City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs. A review for possible contract termination will be initiated by the City if Contractor has three (3) incidents of employee misconduct any time during the first five years of approved contract for street sweeping services.

N. Sweeping Practices

The Contractor shall at all-time use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its equipment as necessary. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity

and shall immediately clean up any such spillage, dropping, or scattering. Sweeping practices include, but are not limited to the following:

- 1) Sweeping speed shall be adjusted to street conditions with a maximum speed of six (6) miles per hour. Patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of three (3) miles per hour. The City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping.
- 2) Sweepers shall be operated as close to parked cars or other obstacles as safety allows.

O. Routing and Sweeper Availability

Street sweeping routes and schedules shall be developed by the Contractor and shall be subject to the approval of the Public Works Director. Routes and schedules shall be consistent with the Basic Street Sweeping Scheduling Map (**Attachment B**).

Sweeping routes and schedules shall be provided to the City no later than fifteen (15) days prior to the initiation of sweeping operations or changes in operation. The City reserves the right to request changes in routing or hours of operation at any time. Each sweeper shall have its own operator and scheduled route. Any and all sweeper breakdowns and repairs shall be reported immediately to the Public Works Director, or designated representative.

P. Construction-Related Problems and Storm Debris

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within five hundred (500) feet of an identified construction site, and is reported immediately to the city when discovered. However, the Contractor is required to totally clean all dirt and debris carried by traffic to areas beyond this limit. Storm clean up and sweeping must be completed as soon as possible. Night sweeping may be permitted for normal storm cleanup, if authorized by the City.

Q. Records and Reports

Along with the invoice for services, a report shall be submitted to the City, monthly, comprising the following:

- 1) Daily Log Report. The Contractor shall keep a daily log of all streets swept, including the name and location of the streets and the number of curb-miles swept, along with a description of any special services performed. The log shall be signed by the Supervisor on a daily basis. Each month, a report shall be prepared from the daily log giving a brief description of all routine special and emergency activities. The log

EXHIBIT "A"
CONTRACT NO. 1955(a)

should also include data such as date, time, and speed with which sweeping occurred each day.

- 2) Emergency Calls. The Contractor shall maintain a positive recording of all emergency service calls, by telephone recording device or by a time punch-type trouble ticket. Such information shall be submitted to the City, as part of the monthly report, in an easy to read format.
- 3) Amount of Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris collected and disposed during sweeping activities. This information, required as part of the City's NPDES permit, must be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.
- 4) Recycled Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris deposited at a composting or recycling facility. The record shall also identify the name and address of the facility along with other required information. This information shall be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.
- 5) Complaints. Complaints received by the City regarding the Contractor's performance will be transmitted to the Contractor's office in writing, by telephone, or email, and handled by the Contractor's Supervisor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken shall be made promptly by the Contractor to the Public Works Director. Repeat complaints may be handled by a joint visit to the site by a City Inspector and Contractor's Supervisor.

Complaints received directly by the Contractor shall be submitted in writing electronically to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City each month.

- 6) Equipment Maintenance/Repair Report. Contractor shall report any maintenance or repairs done on street sweepers servicing the City. This information shall be submitted as part of the monthly report in an easy to read format.

R. Restoration and Repair, Obstructions and Clean Up

The Contractor shall become familiar with all existing installations, both public and private, on the work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes, landscaping, and other obstructions which are remove, damaged, or

destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition and to the satisfaction of the City. Failure to have such damages repaired in a timely manner will result in the City deducting from the Contractor's payment the cost to perform the necessary remedial work.

S. Miscellaneous Safety and Other Regulations

- 1) Equipment and Vehicle Defects. All equipment or vehicle defects disclosed by any governmental official and not requiring immediate correction shall be corrected by the Contractor within two (2) weeks of notification.
- 2) Warnings. Contractor shall use light warnings instead of loud sound signals except where required by law for the protection of personnel.
- 3) Water for Dust Control. The Contractor shall provide sufficient water for use street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor. All water provided by the City must be metered by devices loaned to the Contractor. Contractor shall bring any such metering devices to the City's Public Works Yard to be read at a date to be determined by the Public Works Director. Contractor shall comply with all rules and regulations of the City relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor.

T. Cooperation with Utility and Other Companies

Work within the City by utility and construction companies may be progressing concurrently with the work under this Agreement. It is the responsibility of the Contractor to be informed of work planned by these parties and to coordinate street sweeping work accordingly.

U. City Special Events

Contractor will provide street sweeping services free of charge in conjunction to a maximum of five (5) "Major" City sanctioned special events each year. City will provide Contractor thirty (30) day prior notice of scheduled event.

V. Contract Term

The term of the contract shall be for a period of seven (7) years, with an option for renewal for three (3) one-year extensions, on an annual basis, based on the contractor performance. The City reserves the right to unilaterally terminate the Agreement at any time upon thirty (30) days written notice to the contractor.

EXHIBIT "A"
CONTRACT NO. 1955(a)

If the City chooses to extend the contract, a formal letter will be sent to the contractor advising contractor of the one (1) year extension. This process will be used for each of the optional two (2) years. In determining whether the Agreement should be extended, the City will evaluate the performance of the contractor and determine whether the contractor's performance is satisfactory.

New street sweeping areas, as developed or assumed by the City, may be added to the Service Agreement. Such additional scope of work will be considered change orders to the initial contract, and the value will be based on service unit prices provided in **(Attachment C)**, if applicable, and/or negotiated between the two parties of the contract.

REQUIRED CONTRACT REPORTS

- A. Monthly/ Weekly Service Report
- B. Monthly/ Weekly Performance Report
- C. Monthly/ Weekly Green Waste Recycling/ Diversion Report
- D. Emergency Calls Log
- E. Complaint Log
- F. Equipment Maintenance/Repair Report

ATTACHMENT A - OPTION B**BASE SERVICE LEVEL****MAINTENANCE FREQUENCIES**

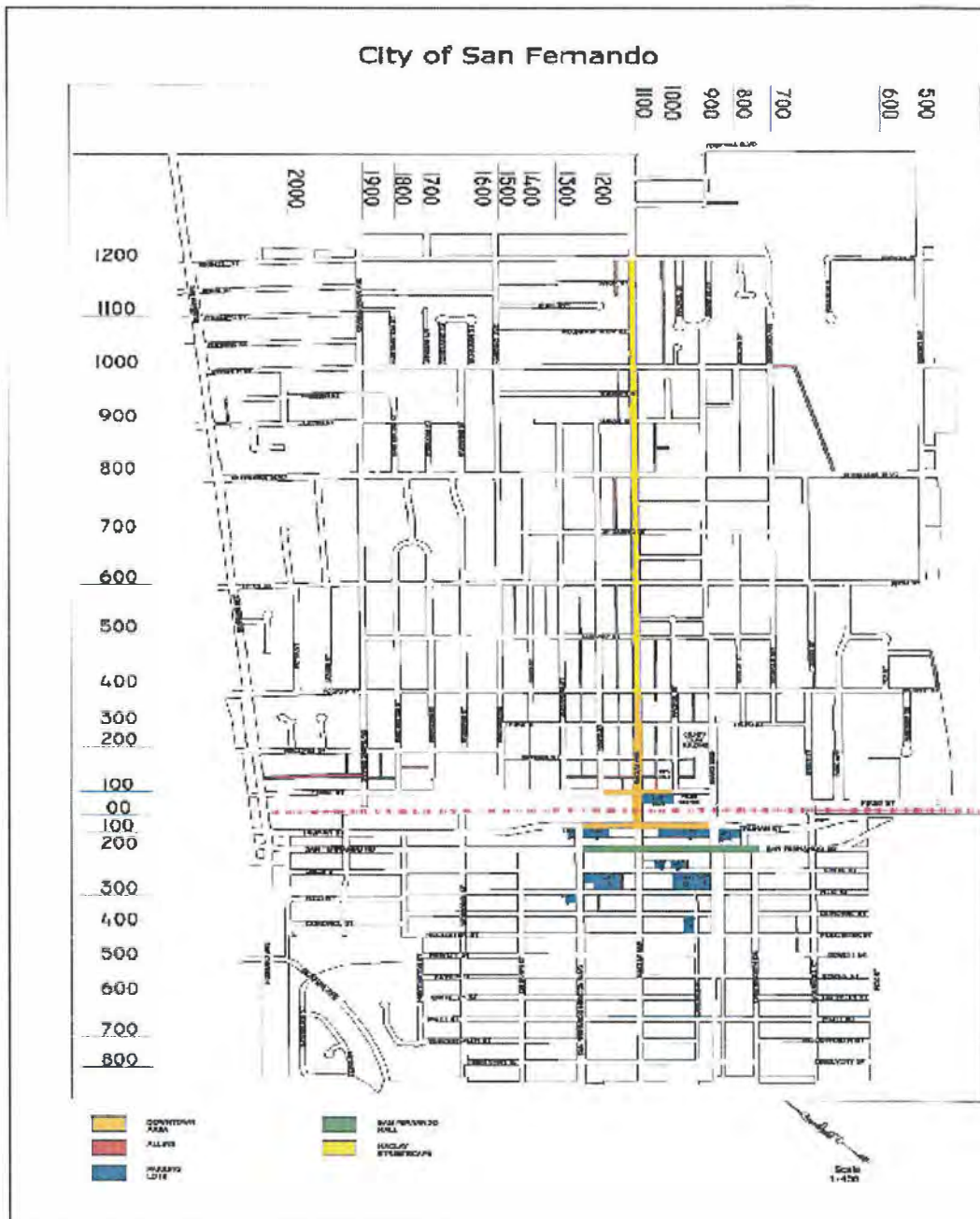
Contractor shall provide services at the following locations as described below:

LOCATIONS	FREQUENCY	CYCLE	CURB MILES/AREA	COST PER UNIT	PROPOSED COST
Residential (City Wide)	Once/Weekly	Monday - Friday	105	\$34.00	\$3,570.00
Alleys (According to Map)	Once/ Every Other Week	Monday - Friday	3.5	\$34.00	\$119.00
Downtown Area Truman (SF Mission to Brand) 1st Street (Hagar to Macneil) Maclay Avenue (San Fernando to 4th Street)	Once/Weekly	Monday - Friday	1.5	\$34.00	\$51.00
Mall Area San Fernando Road (SF Mission to Chatworth)	Once/Weekly	Monday - Friday	1	\$34.00	\$34.00
Maclay Streetscape (4th Street to 8th Street)	Once/Weekly	Monday - Friday	2.1	\$34.00	\$71.40
City Parking Lots (12)	Once/ Every Other Week	Monday - Friday	360,000 sq. ft.	\$0.001000	\$180.00
Weekly Total					\$4,025.40
Monthly Total					\$17,443.40

Total Montly Cost: \$17,443.40**Amount In Words:** Seventeen Thousand Four Hundred Forty-Three Dollars and Forty Cents**Total Annual Cost:** \$209,320.80**Amount In Words:** Two Hundred Nine Thousand Three Hundred Twenty Dollars and Eighty Cents

City & Street Sweeping Schedule Maps

Attachment B



UNIT PRICES

- I. The contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the contract sum shall be adjusted in accordance with the following unit prices.
- II. Contractor is advised that the submitted unit prices will be used as one of the determining factors in the contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all items installed, including but not limited to, materials, labor, overhead, and profit for the contractor.
- III. The unit price quoted by the contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- IV. All work shall be performed in accordance with specifications or otherwise herein specified. Workmanship shall be in accord with the best standard practices

FUNCTION COST/UNIT OF MEASURE

Additional Street Sweeping Services

During Regular Business Hours: \$34 PER CURB MILE

**After Regular Business Hours (Evenings, Weekends and Holidays)
\$34.00 PER CURB MILE**

Emergencies During Regular Business Hours: \$125.00 PER HOUR

Emergencies After Regular Business Hours: \$125.00 PER HOUR



Addendum No. 1

March 10, 2020

Project: STREET SWEEPING SERVICES

A. The following change to the **Request for Proposal** will apply to this project.

1. Previously stated as:

S. Miscellaneous Safety and Other Regulations

- 3) Water for Dust Control. The Contractor shall provide sufficient water for use street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor. All water provided by the City must be metered by devices loaned to the Contractor. Contractor shall bring any such metering devices to the City's Public Works Yard to be read at a date to be determined by the Public Works Director. Contractor shall comply with all rules and regulations of the City relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor.

2. Changed to:

- 3) Water for Dust Control. The Contractor shall provide sufficient water ***when conducting*** street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor. ***All water provided by the City must be metered by devices obtained from the City by the Contractor. Contractor shall bring metering devices to the City's Public Works Yard to be read prior to the last business day of each month. Failure to comply may result in a withholding of \$300 (per each week of delinquency), from upcoming payment for services, until meters have been read by the City.*** Contractor shall comply with all rules and regulations of the City relating to the use of water.

Indicate the receipt of Addendum 1 on last page of Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:

A handwritten signature in black ink, appearing to read "Kenneth Jones", written over a horizontal line.

Kenneth Jones
Management Analyst

3-10-2020

Date



Addendum No. 2

March 17, 2020

Project: STREET SWEEPING SERVICES

A. The following change to the **Request for Proposal** will apply to this project.

1. Previously stated as:

4. GENERAL CONDITIONS

C. Insurance and Performance Bond

The selected contractor shall provide to the City the necessary insurances, endorsements and a performance bond in the amount of one year of the contract, as specified in the enclosed Draft Agreement.

2. Changed to:

4. GENERAL CONDITIONS

C. *Insurance and Bonds*

The selected contractor shall provide to the City the necessary insurances, endorsements, ***bid and performance bonds. Bid bond must be in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal and included in Contractor's bid packet. With the execution of an Agreement, Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of one year of the contract.***

Indicate the receipt of Addendum 2 on last page of Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:

A handwritten signature in blue ink, appearing to read "Kenneth Jones".

Kenneth Jones
Management Analyst

3-17-2020

Date



Addendum No. 3

March 17, 2020

Project: STREET SWEEPING SERVICES

A. The following change to the **Request for Proposal** will apply to this project.

1. Previously stated as:

5. PROPOSAL FORMAT AND CONTENT

Proposals should be typed as briefly as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor:

a. Cover Letter

A cover letter should summarize key elements of the proposals. The letter must be signed by an individual authorized to bind the bidder. The letter must stipulate that the proposed price shall be valid for a period of a minimum of three (3) years. Indicate the address and telephone number of the contractor's office located nearest to San Fernando, California, and the office from which the contract will be managed.

2. Changed to:

5. PROPOSAL FORMAT AND CONTENT

Proposals should be typed as briefly as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor:

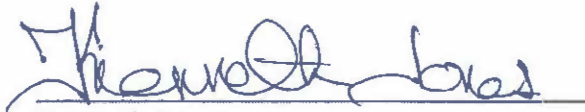
a. Cover Letter

A cover letter should summarize key elements of the proposals. The letter must be signed by an individual authorized to bind the bidder. The letter must stipulate that the proposed price shall be valid for a period of a **minimum of seven (7) years**. Indicate the address and telephone number of the contractor's office located nearest to San Fernando, California, and the office from which the contract will be managed.

EXHIBIT "A"
CONTRACT NO. 1955(a)

Indicate the receipt of Addendum 3 on last page of Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:



Kenneth Jones
Management Analyst

3-17-2020

Date



Addendum No. 5

March 23, 2020

Project: **STREET SWEEPING SERVICES**

A. The following change to the **Request for Proposal** will apply to this project.

1. Previously stated as:

4. GENERAL CONDITIONS

B. Pricing Approach

The City of San Fernando intends to award a fixed annual contract price for the seven-year term of this contract, with an option to renew annually for up to three (3) more years, based on performance. Bidders must provide a service unit price list as part of the proposal (**See Attachment C**). The primary purpose of this list is to provide guidance for any additional work or establish clear payment deductions for contract services not rendered during the course of the contract.

Subsequent to the initial seven-year contract term, and if the option for renewal is exercised at the seventh eighth, and ninth anniversary of the contract effective date, the contract amount shall be adjusted in proportion to the change in the Consumer Price Index – All Urban Customers, Los Angeles, Riverside, Anaheim, at the time, subject to a 2.5% maximum increase per year.

2. Changed to:

4. GENERAL CONDITIONS

B. Pricing Approach

The City of San Fernando intends to award a seven-year contract with an option to renew annually for up to three (3) more years, based on performance. Bidders must provide a service unit price list as part of the proposal (**See Attachment C**). The primary purpose of this list is to provide guidance for any additional work or establish clear payment deductions for contract services not rendered during the course of the contract.

After the initial year of the seven-year contract term and any one of the subsequent three year options to renew, if the City decides to exercise, the Contractor may propose an increase to the current contract amount in proportion to the change in the Consumer Price Index – All Urban Customers, Los Angeles, Riverside, Anaheim, at the time, subject to a 2.5% maximum increase per year.

EXHIBIT "A"
CONTRACT NO. 1955(a)

Indicate the receipt of Addendum 5 on last page of Contractor's Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:



Kenneth Jones
Management Analyst



Date

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: September 20, 2021

Subject: Recieve and File an Update Regarding COVID-19 Response Efforts

RECOMMENDATION:

Receive and file an update related to the City's COVID-19 efforts, including, but not limited to the City's COVID-19 planning, response, enforcement; education and outreach efforts; financial assistance programs and the pursuit of funding opportunities; COVID-19 related policy initiatives; and related recommendations, as appropriate.

BACKGROUND/ANALYSIS:

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

Staff Updates.

State of California COVID-19 Updates.

As of June 15, 2021, California retired its Blueprint for a Safer Economy and California's economy is now fully open (Attachment "A"). Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required. However, everyone is still required to follow masking guidelines in select settings. Some restrictions also still exist for large events.

Los Angeles County Department of Public Health (LACDPH) A Safer Return Together at Work and in the Community Beyond the Blueprint for a Safer Economy.

Since reopening on June 15, 2021, LACDPH has updated the Health Officer Order on July 16, 2021, July 22, 2021, July 30, 2021, and most recently on August 23, 2021 to include:

- Aligning with the State Public Health Office's August 18, 2021 Order regarding Mega Events.
- Beginning September 20, 2021, all attendees at Indoor Mega Events involving 1,000 or more persons must, prior to entry, show verification of COVID-19 vaccination status or a

Receive and File an Update Regarding COVID-19 Response Efforts

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negative COVID-19 (diagnostic test result. This is a lower attendance threshold than the previous requirement of 5,000 participants.

- Clarifies that for all Indoor Mega Events scheduled on or after September 20, 2021, self-attestation is no longer permitted method vor vaccination verification or verification of negative COVID-19 test.
- Requires specific infection control protocols for Youth Sports effective September 1, 2021.

In addition to the above revisions to the Health Officer Order, LACDPH instituted a separate Health Care Worker Vaccination Requirement on August 12, 2021 (effective at 11:59 pm on August 12, 2021, with compliance required by September 30, 2021), mandating employers of Health Care and Home Care workers who work in or routinely visit high-risk or residential care settings to document their fully vaccinated status; for those with approved medical or religious exemptions, document weekly or twice weekly regular testing for COVID-19.

Please visit the City's website for current Health Orders issued by the LACDPH: [SFCITY.ORG/Coronavirus/#Health-Officer-Order](https://www.sfcity.org/Coronavirus/#Health-Officer-Order). Key COVID-19 related metrics for the County of Los Angeles and City of San Fernando are included as Attachment "B".

Masking Guidance.

Effective July 22, 2021, there are places where everyone two years of age and older must continue to wear a mask, regardless of their vaccination status (Attachment "C"). Note that in the workplace, workers have to follow Cal/OSHA mask requirements.

If you are fully vaccinated, you are not required to wear a mask, except in places where EVERYONE is required to wear a mask. Keep your vaccine record handy as businesses can ask for proof of vaccination.

EVERYONE, regardless of vaccination status, must wear a mask:

- In all indoor public settings, venues, gatherings, and public and private businesses in Los Angeles County.
- On planes, trains, buses, ferries, taxis and ride-shares, and all other forms of public transport.
- In transportation hubs like airports, bus terminals, train stations, marinas, seaports or other ports, subway stations, or any other area that provides transportation.
- Healthcare settings (including long-term care facilities).
- State and local correctional facilities and detention centers.
- Shelters and cooling centers.
- Indoors at any youth-serving facility (such as K-12 schools, childcare, day camps, etc.)
- In any outdoor location where it is the policy of the business or venue.

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Please visit the City's website for additional masking guidance issued by the LACDPH: SFCITY.ORG/Coronavirus/#Face-Masks

Health Order Enforcement.

Staff will provide an update on current enforcement efforts during the meeting, if requested.

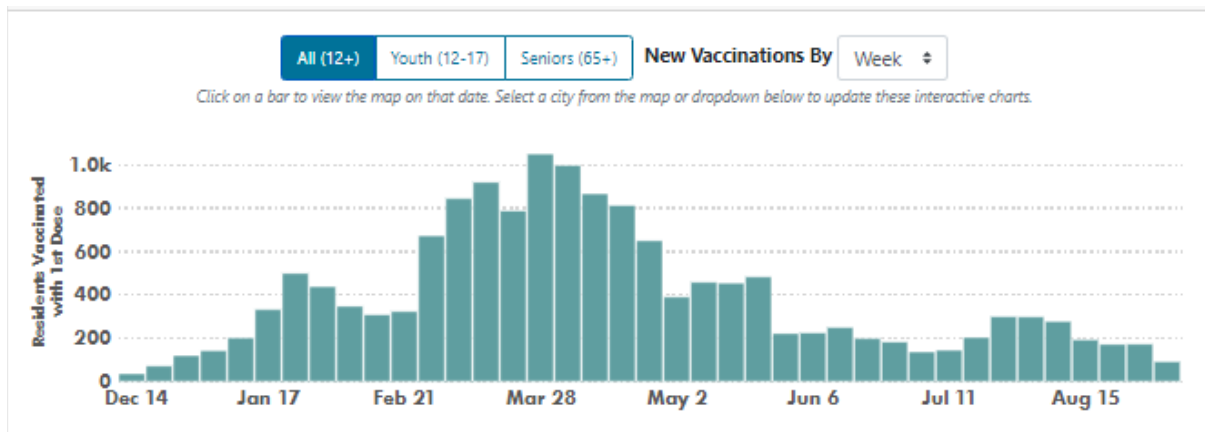
COVID-19 Vaccine Distribution.

Since May 13, 2021, all California residents age 12 and older have been 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
- Los Angeles Fire Department Online portal: CarbonHealth.com/COVID-19-Vaccines
- LACDPH Call Center (between 8 am and 8:30 pm): (833) 540-0473

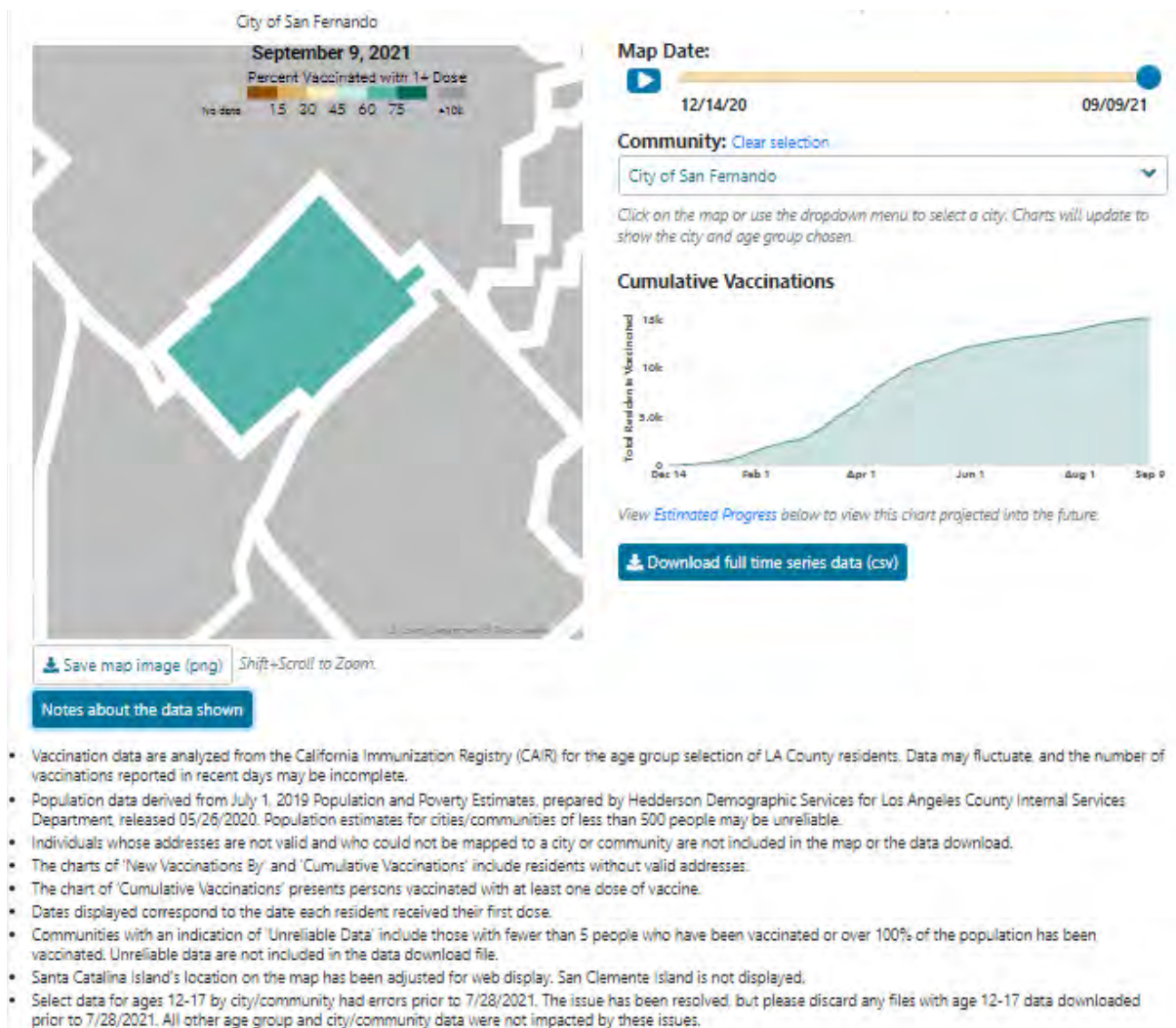
This information is also available on the City's website: SFCITY.ORG/Coronavirus/#COVID-19-Vaccine.

Per data provided by LACDPH as of September 9, 2021: 15,262 (72.8%) of San Fernando residents over the age of 12 and 2,363 (91.8%) of San Fernando residents over the age of 65 have received at least one dose of the COVID-19 Vaccine.



Receive and File an Update Regarding COVID-19 Response Efforts

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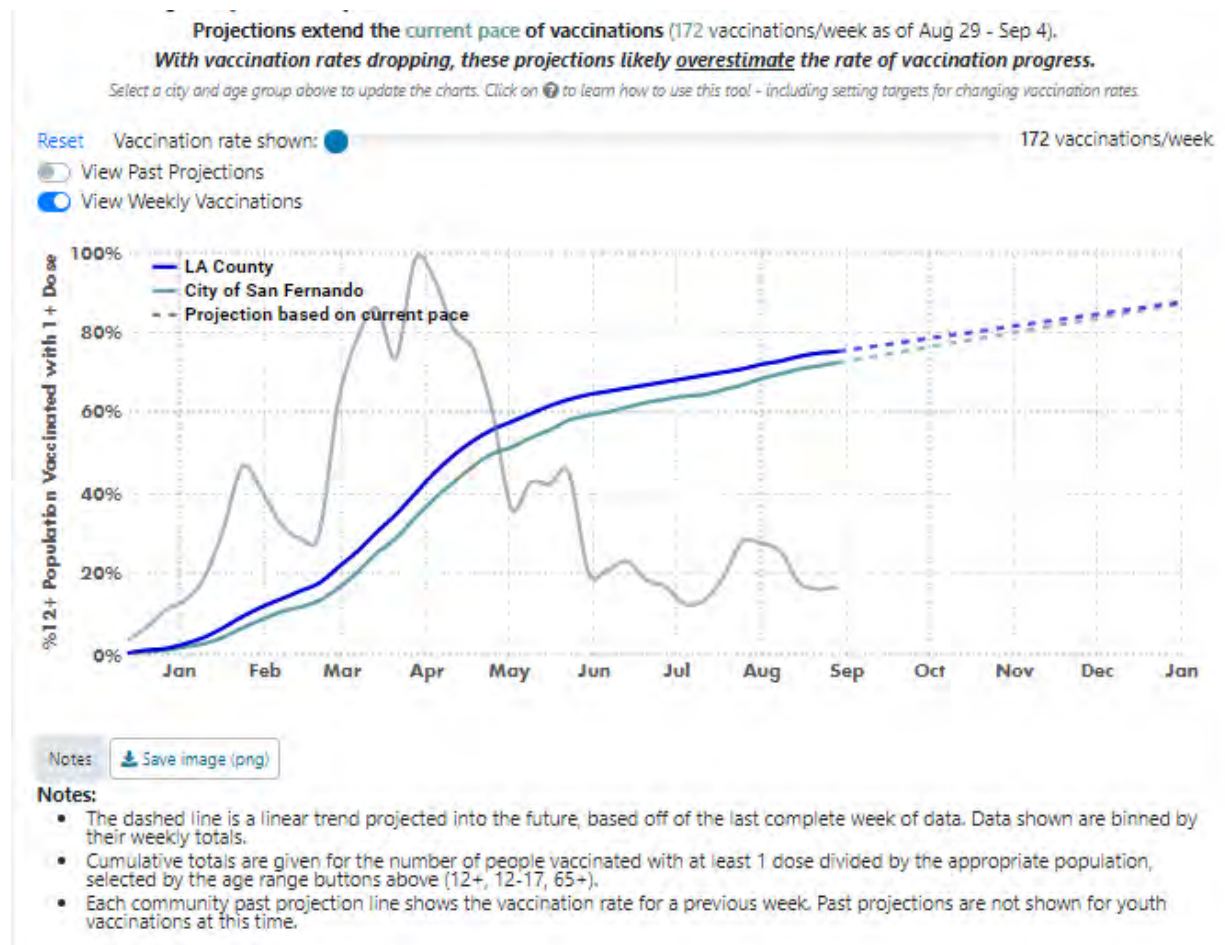
Digital Ad Campaign.

Throughout the months of July and August 2021, City staff worked with ALAS Media and A4 Media to develop a digital ad campaign to increase vaccination rates. The final Digital Ad Report (Attachment "D") is very interesting and shows the ad campaign's success in getting local residents to click on ads pushed to their phones and computers that brought them to the City's COVID-19 page with information on signing up for vaccinations.

Through September 9, 2021, 72.8% of San Fernando's 12+ population has received at least one dose of vaccine. The chart below (solid gray line) shows the uptick in vaccinations in July and August 2021 while the ad campaign was being run. Although there were undoubtedly other factors that contributed to the increase in vaccinations, it is reasonable to assume that the digital ad campaign assisted those interested in getting the vaccination with easy access to registration sites.

Receive and File an Update Regarding COVID-19 Response Efforts

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San Fernando Recreation Park Vaccination and Testing SuperSite.

In November 2020, the City partnered with the City of Los Angeles Fire Department and the non-profit organization Community Organized Relief Effort (CORE), to offer walk-up testing at San Fernando Recreation Park. On December 30, 2020, COVID-19 vaccinations were added to the services provided at the San Fernando Recreation Park site.

As of July 31, 2021, the vaccination and testing SuperSite operated by the Los Angeles Fire Department and CORE closed and vacated San Fernando Recreation Park.

While the San Fernando Recreation Park SuperSite was open, there were 159,888 tests and 111,832 vaccinations administered at the site. Of that total, 9,159 tests and 4,544 vaccinations were administered to individuals in the 91340 zip code. Below, please find additional statistics:

	Tests	Vaccinations
Start Date	November 24, 2020	December 30, 2020
Total	159,888	111,832
Administered on the First Day	2,087	352

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	Tests	Vaccinations
High in a Single Day	3,751	2,310
Approximate Number of Days	196	162
Average Per Day	815	690
Total 91340 Individuals	9,159	4,544

As a result of the SuperSite closing, Recreation and Community Services staff collaborated with CORE staff to bring back a smaller-scale mobile unit. Although the new pilot program is significantly scaled down, there is more flexibility to change days and hours of service as needed, and there will also be a much smaller impact on the surrounding neighborhood and park services. An additional service that CORE will be providing to the community at this mobile site is information related to eligibility for public assistance programs and health screenings (i.e., CalFresh/SNAP, WIC, Medi-Cal, LIHEAP, and General Relief).

Upcoming Vaccination Opportunities and Testing Site.

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

The following vaccination opportunities are available in the City of San Fernando in September 2021 and October 2021:

- San Fernando Recreation Park: Currently, new smaller-scale pilot program is open from 8 am to 4 pm and no appointment is necessary. The daily schedule is as follows:
 - Testing – Monday through Wednesday, 12 pm to 8 pm; Thursday through Saturday, 8 am to 4 pm
 - Vaccine (Pfizer) – Wednesday, 12 pm to 8 pm; and Saturday, 8 am to 4 pm
 - Public Assistance Program Information – Monday through Wednesday, 12 pm to 8 pm; Thursday through Saturday, 8 am to 4 pm
 - Free Wellness Checks – Wednesday, 12 pm to 8 pm; and Saturday, 8 am to 4 pm
- Kidneys Quest Foundation: On September 25, 2021 and October 16, 2021, there will be a mobile vaccination clinic offering the Pfizer vaccine. Residents may register online at MyTurn.ca.gov.
- 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.

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- 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.

As usually happens during a crises, 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 “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/>.

Vaccine Third Dose and Booster Shots.

Per information provided by the LACDPH, the difference between third doses and booster doses is more than just a language issue. Third doses are meant to elicit an antibody response where there was an inadequate antibody response before, while booster doses are meant to increase antibody levels that have waned after a robust increase in the months after vaccination.

With emerging data indicating that certain populations will need more support to be protected, the CDC’s Advisory Committee on Immunization Practices on August 13, 2021, recommended a third dose of mRNA vaccines for immunocompromised people, including transplant recipients, people with advanced or untreated HIV infection, people actively receiving cancer treatment, and people taking immunosuppressive medications. Third doses have been available to eligible individuals at vaccination sites across Los Angeles County since Saturday, August 14, 2021.

Additionally, following the CDC’s announcement that booster doses of mRNA vaccines will be offered to all vaccinated people, LACDPH is continuing to work with staff and residents at skilled nursing facilities to prioritize these most vulnerable residents for booster doses so they are prepared to administer these as soon as the Food and Drug Administration gives their approval.

FDA Approves License for Pfizer-BioNTech COVID-19 Vaccine.

On August 25, 2021, the U.S. Food and Drug Administration (FDA) approved the license for the Pfizer-BioNTech COVID-19 vaccine for the prevention of COVID-19 disease in individuals 16 years of age and older. The Pfizer COVID-19 vaccine continues to be available under emergency use authorization (EUA) for those 12 through 15 years old and for a third dose in certain immunocompromised individuals. The licensing approval was made after another thorough evaluation of safety and effectiveness data by a panel of scientific and medical experts. FDA-approved vaccines undergo the agency’s standard process for reviewing the quality, safety and effectiveness of medical products.

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COVID-19 Relief Programs.

The City Council approved a number of COVID-19 Relief Programs and is working with staff to develop additional relief programs. Please visit the City's website: [SFCITY.ORG/Coronavirus/#Business-Resources](https://www.sfcity.org/Coronavirus/#Business-Resources) for more information on the City's COVID-19 Relief Programs.

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 through the end of September 2021.

All visitors to City Hall and the San Fernando Police Department must wear a cloth face covering at all times, until further notice.

Customers are urged to contact the Recreation and Community Services Department at (818) 898-1290 or 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://www.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 prior to visiting to check on availability of services.

BUDGET IMPACT:

American Rescue Plan Act.

On March 12, 2021, President Biden signed the American Rescue Plan Act into law which provides fiscal stimulus funding paid directly to state and local governments. The City's total allocation is approximately \$5.8 million, which is being distributed in two equal installments of \$2.9 million in July 2021 and July 2022. City Council will be considering appropriation of these funds through separate City Council action items.

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. City Council appropriated these funds to reimburse the City for COVID-19 response costs in FY 2020-2021.

Additionally, the City received \$136,000 in special CDBG Coronavirus (CV) funds that were used to fund a residential food distribution program and small business PPE program.

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ATTACHMENTS:

- A. California is Open – What does this mean?
- B. City of San Fernando and LA County Daily COVID-19 Data – as of September 14, 2021
- C. Masking Guidance
- D. Digital Ad Report
- E. COVID-19 Vaccine Frequently Asked Questions
- F. COVID-19 Vaccine Scams
- G. COVID-19 Variants
- H. Coping with Stress

What Does This Mean?

California is Open, With Some Restrictions

As of June 15, California retired its Blueprint for a Safer Economy.¹ California's economy is now fully open. Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required.² However, everyone is still required to follow masking guidelines in select settings. Some restrictions also still exist for large events.



Masking is Still Required In Some Settings

EVERYONE, regardless of vaccination status, is still required to wear masks on public transportation (buses, trains, planes, etc.) and some other places (like hospitals and shelters)³ per CDC guidelines.

People who are **NOT fully vaccinated** must still wear masks in all **INDOOR** public settings (such as, but not limited to, the grocery store and the movie theater) and should wear masks in **OUTDOOR** crowded settings when that region is experiencing high [COVID transmission](#).



Fully vaccinated⁴ people may go unmasked in most settings (except public transportation and places like hospitals and shelters). Workers must follow Cal/OSHA rules.

Read our [full masking guidance](#).

Large Events are Subject to Some Restrictions

Some public health measures are still in place for large, or mega events, which include 5,000+ people indoors or 10,000+ outdoors. Think concerts, sporting events, festivals, and conventions. Mega events are high risk for spreading COVID-19 because they attract people from around the world, and people gather in crowds. Indoor mega event attendees will be required to confirm proof of vaccination or negative COVID-19 status to attend. Outdoor mega event attendees will be strongly encouraged to do so.



What's Next

California will keep a close eye on COVID-19 vaccination and infection rates over the summer and will review these guidelines by September 1, 2021.

Scan the QR code to see interactive links on this flyer



¹See the full [Beyond the Blueprint guidance](#). Read the [Beyond the Blueprint Q&A](#).

²Local health jurisdictions may impose stricter criteria. In workplaces, employers are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards](#) (ETS) or in some workplaces the [CalOSHA Aerosol Transmissible Diseases Standard](#), and should consult those regulations for additional applicable requirements.

³This includes K-12 schools, childcare and other youth settings, healthcare settings (including long term care facilities), state and local correctional facilities and detention centers, homeless shelters, emergency shelters, and cooling centers.

⁴Someone is considered fully vaccinated two weeks or more after their second dose of Pfizer/Moderna or two weeks after receiving the single dose J&J vaccine.



City of San Fernando Daily COVID-19 Data

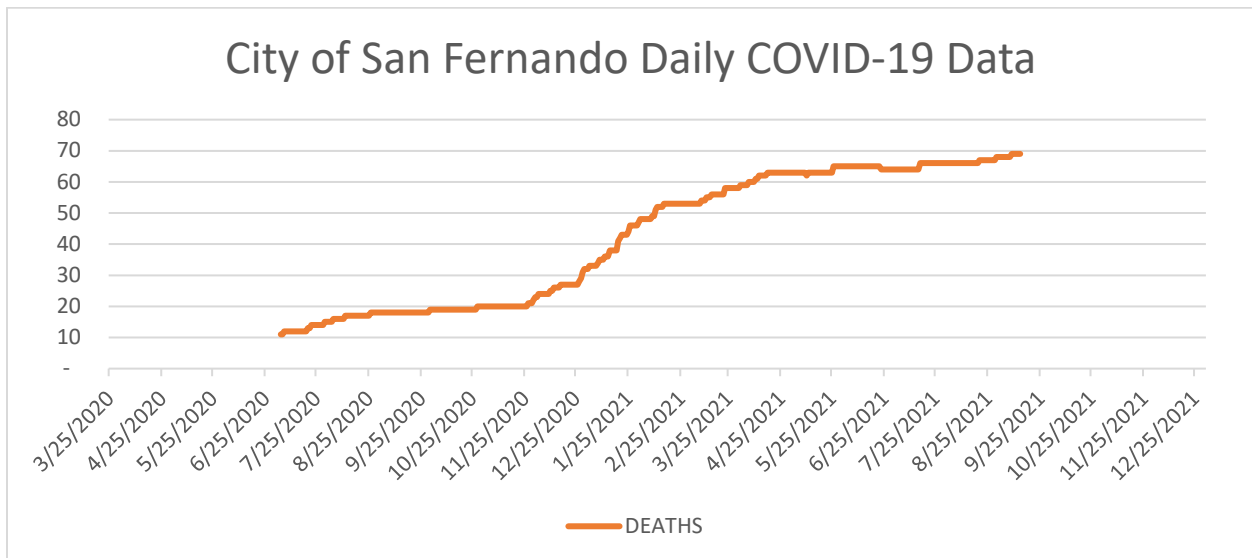
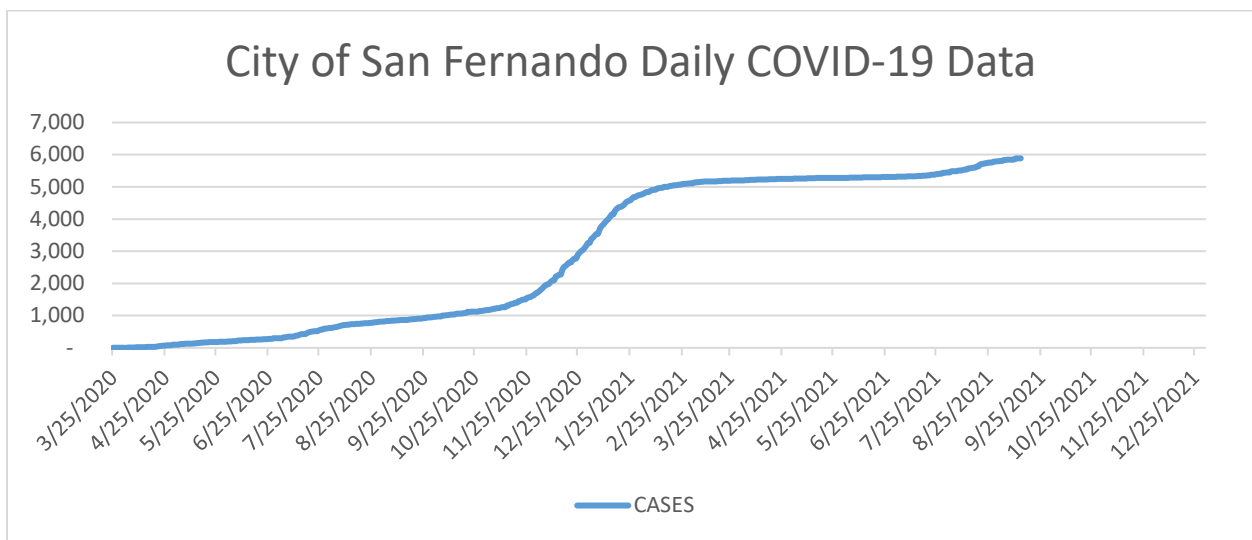
SOURCE:

<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 September 14, 2021)

Total Cases: 5,886

Total Deaths: 69



Los Angeles County Daily COVID-19 Data

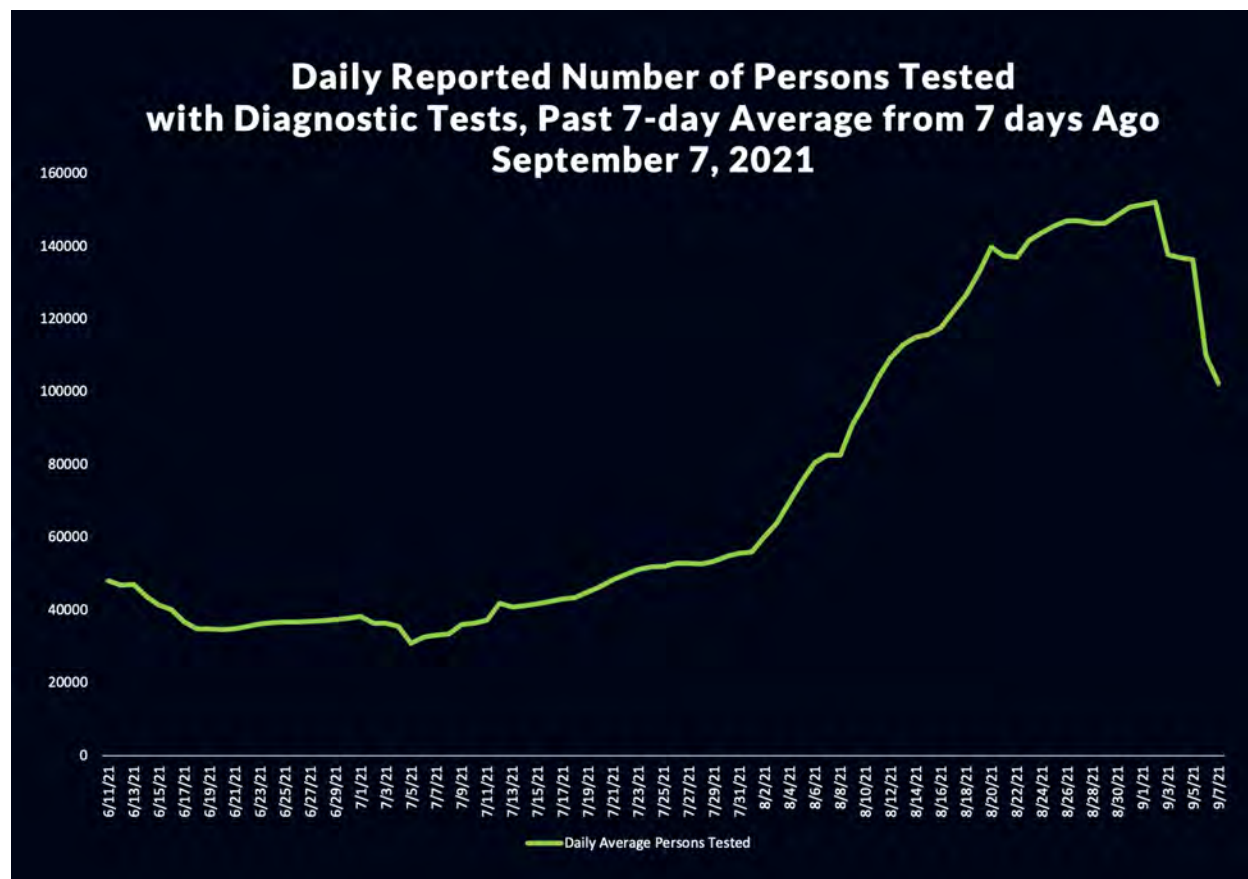
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 9/15/21 @ 12:30 pm.

Graph 1: Daily Reported Persons Tested for COVID-19

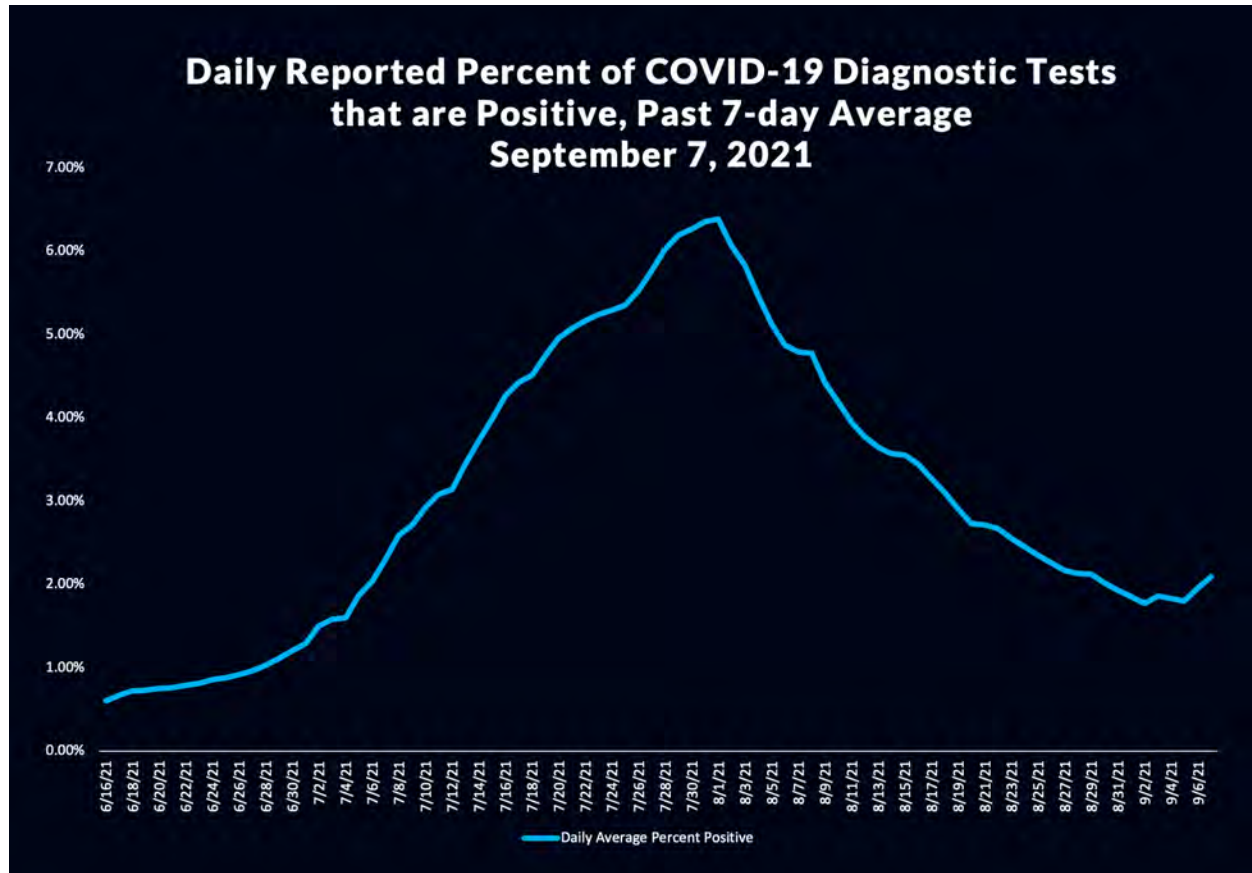
7-Day Daily Average: 102,374

Total Number of People Tested: 8,382,009



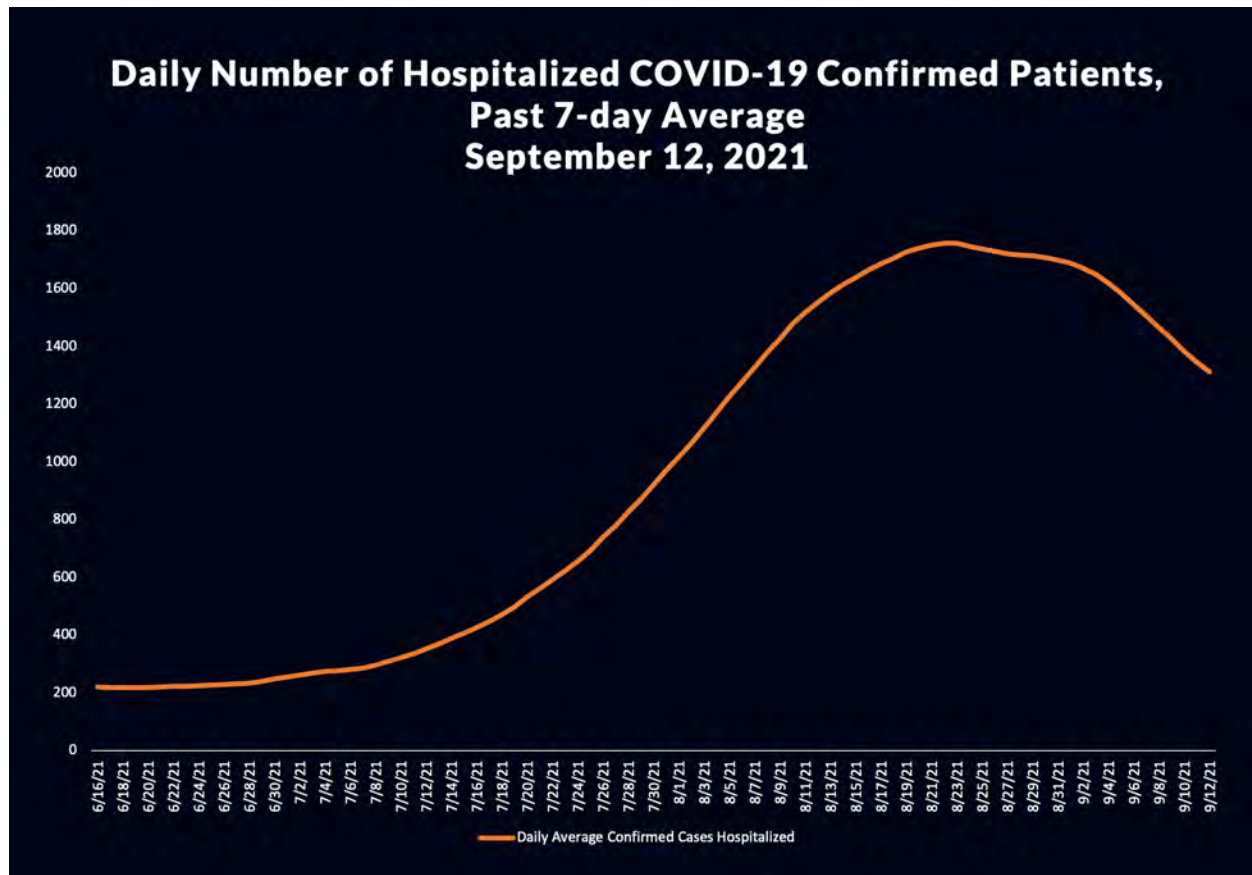
Graph 2: Daily Reported Percent Positive for COVID-19

7-Day Daily Average: 2.09%



Graph 3: Daily Number of COVID-19 Hospitalizations

Current Hospitalizations (9/14/21): 1,224



**WHEN YOU NEED TO WEAR A MASK**

Community transmission of COVID-19 has increased in LA County. The risk for COVID-19 exposure and infection will continue until more people are vaccinated. It is important for everyone* to help slow the spread of the virus by wearing masks indoors. When people wear a mask correctly, they protect others as well as themselves.

EVERYONE*, regardless of vaccination status, <u>must</u> wear a mask:
<ul style="list-style-type: none"> • In all indoor public settings, venues, gatherings, and public and private businesses in Los Angeles County • On planes, trains, buses, ferries, taxis and ride-shares, and all other forms of public transport • In transportation hubs like airports, bus terminals, train stations, marinas, seaports or other ports, subway stations, or any other area that provides transportation. • In healthcare settings (including long-term care facilities) • In state and local correctional facilities and detention centers • Shelters and cooling centers • Indoors at any youth-serving facility (such as K-12 schools, childcare, day camps, etc.) • At outdoor Mega Events (events with over 10,000 attendees like concerts, sports games and parades) • In any other outdoor location where it is the policy of the business or venue
Recommendations
<ul style="list-style-type: none"> • It is strongly recommended that you wear a mask at private indoor social gatherings with people outside your household unless everyone at the gathering is fully vaccinated. • It is <i>strongly recommended</i> that you wear a mask at crowded outdoor events (that are smaller than Mega Events). In particular, wear a mask while in line to enter, exit, use the bathroom, or buy food or drinks. • It is strongly recommended that children wear a mask on playgrounds and in other outdoor spaces where they gather if distancing is not possible or practical. If you are not fully vaccinated, it is strongly recommended that you wear a mask in crowded outdoor settings. • If you are in a setting where you are in sustained close contact with other people who may not be fully vaccinated, consider wearing a higher level of protection, such as wearing two masks (double masking) or an N95 respirator. This is especially important if you are not fully vaccinated and are in an indoor or crowded outdoor setting.

Note: You are allowed to take off your mask while you are:

- Actively eating or drinking as long as you are sitting or standing in a specific place such as a table, counter, or ticketed seat. This means that you can briefly remove your mask when you are actually eating or drinking but you must put it back on immediately afterwards. You must also wear a mask when you are waiting to be served, between courses or drinks, and while seated after finishing your food or drink.
- Alone in a separate room or office.
- Showering or swimming.
- Performing or receiving personal hygiene or personal care services (like a facial or shave) that cannot be done without removing your mask.



***There are some people who should not wear a mask**, such as children younger than 2, people with certain medical conditions or disabilities, and people instructed by their medical provider not to wear a mask. Children ages 2 to 8 should wear a mask only when under adult supervision. See [Who should not wear a mask](#) and [Special considerations for persons with communication difficulties or certain disabilities](#) for details and information on alternative types of face coverings.

***In the workplace**, workers must follow the most protective mask requirements as stated by Cal/OSHA and the County Health Officer Order. Certain employees may be exempt from wearing a mask in specific situations provided alternative safety measures are in place. See the [Health Officer Order](#) and [Best Practices for Businesses](#) webpage for more details.

To learn more about mask wearing, visit <http://ph.lacounty.gov/masks>.

August 25, 2021

Digital Ads Report

San Fernando vaccination campaign



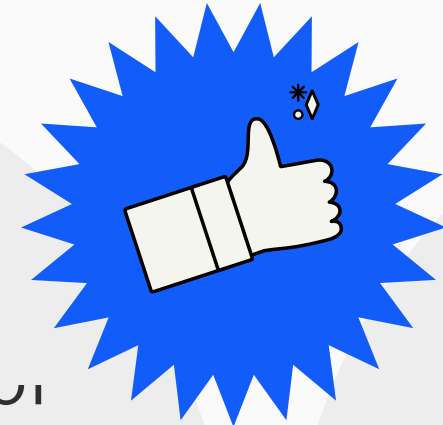
Report Outline

Performance Overview
Insights and highlights for:

- Admessenger
- Display Ads
- Video Ads

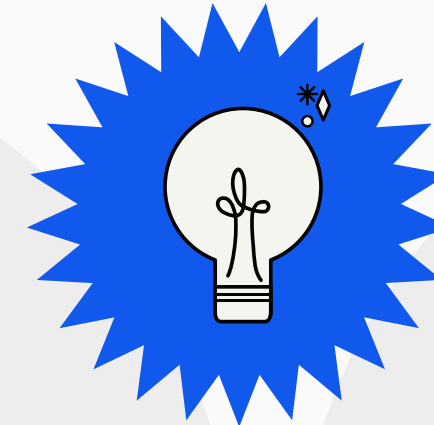


Performance overview



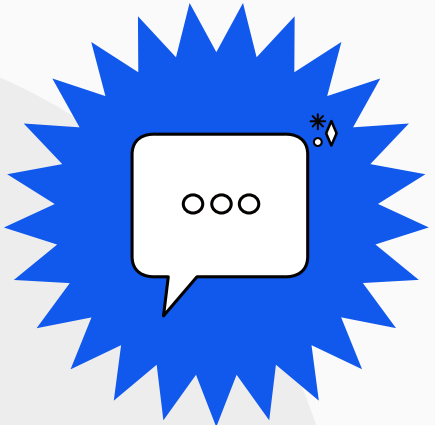
WE DELIVERED A TOTAL OF 715,929 impressions and drove 4,107 clicks to the landing page through AdMessenger, Display and Video ads. The overall Click Through Rate (CTR) was .57%.

1st Phase



THE CAMPAIGN STARTED WITH THE AdMessenger and Display ads approach. The objective with these two tactics was to drive people to the landing page so they could get more information about vaccination sites and their hours of operation. People could sign up to get vaccinated just by clicking in our ads.

2nd phase



THE SECOND PHASE INVOLVED video ads with the objective to motivate people to get vaccinated and also eliminate any myths or misinformation that they had learned.



AdMessenger

3.31% CTR

We delivered 83,511 impressions and drove 2,761 clicks to the landing page. The overall CTR for this tactic is 3.31% which is six times our national benchmarks of .50-.80%.

AdName	Impressions	Clicks	CTR
Let's continue to keep our community safe and healthy! Wear a mask if you have not been vaccinated.	8,590	166	1.93%
Some vaccination sites are closing soon! Schedule your appointment today! Click here to find the nearest locations.	8,506	157	1.85%
Get your life back, get vaccinated today! Click here to find the nearest locations.	7,967	305	3.83%
Register for your vaccination appointment today, and don't forget to get your second shot if you have received the Moderna or Pfizer vaccine.	8,186	318	3.88%
Working late? The San Fernando Park Vaccination site closes at 8pm. Don't wait any longer and get your vaccine today!	8,405	315	3.75%
No tiene identificación? ¡No hay problema! Obtenga su vacuna contra el COVID-19 hoy! Haga clic aquí para encontrar el sitio más cercano.	8,318	254	3.05%
Regrese a su vida de antes. ¡Vacúnese contra el COVID-19 hoy! Haz clic aquí para encontrar el centro de vacunación más cercano.	8,368	288	3.44%
¿Trabajando hasta tarde? El centro de vacunación en el parque de San Fernando está abierto hasta las 8pm. No espere más y encuentre el sitio más cercano!	8,389	295	3.52%
¡Sigamos manteniendo a nuestras familias sanas y seguras! Continúe usando tapabocas si no ha recibido la vacuna.	8,295	273	3.29%
Haga su cita para recibir la vacuna contra el COVID-19 hoy, y no olvide asistir a su segunda cita si recibió la vacuna de Moderna o Pfizer.	8,287	390	4.71%
	83,311	2,761	3.31%

The message with the highest CTR was in Spanish with 4.71%:

Haga su cita para recibir la vacuna contra el COVID-19 hoy, y no olvide asistir a su segunda cita si recibió la vacuna de Moderna o Pfizer.

Followed by the English version of the same message with 3.88% CTR:

Register for your vaccination appointment today, and don't forget to get your second shot if you have received the Moderna or Pfizer vaccine.

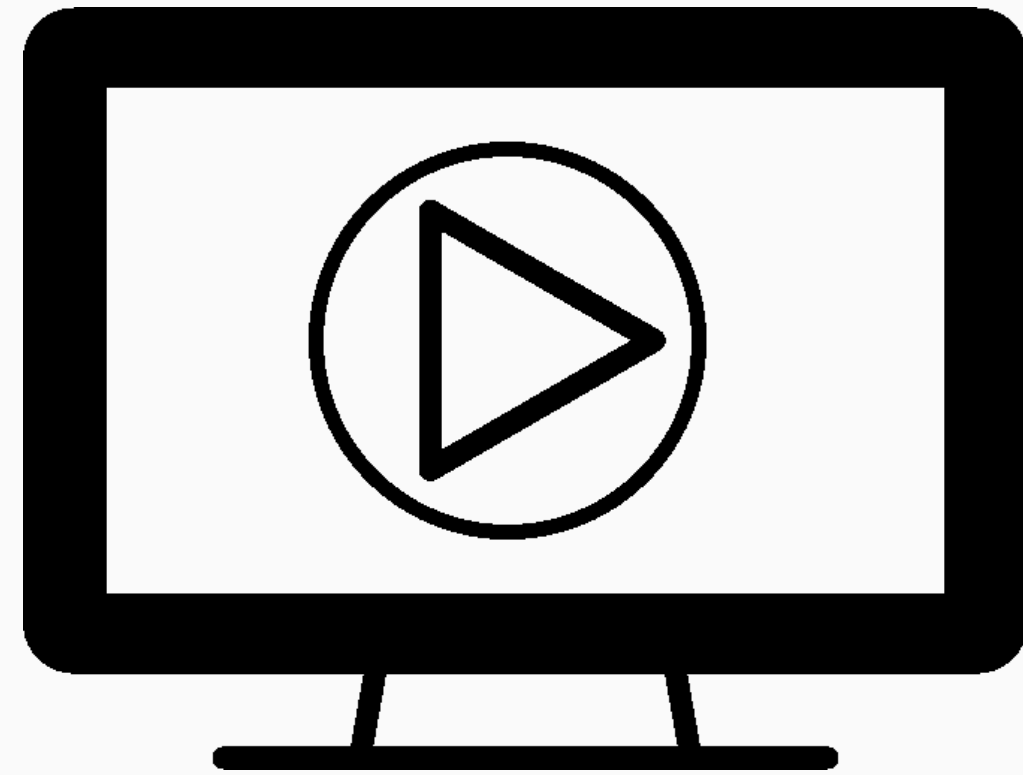


This is the highest performing ad in English and Spanish with .45% CTR

Display Ads

.38% CTR

we delivered 100,000 impressions and drove 593 clicks to the landing page. The overall CTR for this tactic was .38%, but it is still almost four times our national benchmarks of .08-.10%.



Video Ads

73.41% VCR

we delivered 470,704 impressions through video ads and drove 753 clicks to the landing page. The main metric for videos is the Video Completion Rate (VCR), and this campaign finished with a 73.41% VCR. This means that most people are watching at least 73% of the videos.

The videos with the highest VCR were Brian's video and Lenny Montes in Spanish

Thank you!





COVID-19 VACCINES - FREQUENTLY ASKED QUESTIONS

Updated 8/14/21: This FAQ provides information on the three COVID-19 vaccines that are authorized in the US. These vaccines are made by Moderna, Pfizer, and Janssen/Johnson & Johnson (J&J).

Why is it important to get vaccinated?

COVID-19 vaccination is important because it is the best way to prevent COVID-19. The vaccines are extremely good at preventing people from getting sick from COVID-19 and ending up in the hospital or dying. They also reduce the risk of becoming chronically ill from COVID-19 and from missing work and school.

When we get vaccinated, we aren't just protecting ourselves, but also our family, friends, and neighbors. This includes children under 12 who can't be vaccinated yet and people with very weak immune systems for whom the vaccine is less effective.

The more people get vaccinated the less likely it is that COVID-19 will spread or that new variants of the virus will take hold. Even people who have had COVID-19 should get vaccinated because their natural immunity may not last long enough or be strong enough, and they could get infected again.

You can do your part to help stop the pandemic by getting vaccinated.

How well do the vaccines work?

The vaccines work extremely well. Even with the Delta variant, all 3 vaccines greatly reduce the risk of getting sick from COVID-19 and are highly effective at preventing severe illness, hospitalization, and death.

You are not considered to be fully vaccinated until 2 weeks after getting a J&J vaccine or 2 weeks after a second dose of the Pfizer or Moderna vaccine. This is because it takes time for your body to build immunity to COVID-19 after you are vaccinated. It is possible to get infected while the vaccine is taking effect, so it is important that you continue to protect yourself against COVID-19 for the full 2 weeks.

Once you are fully vaccinated, there is still a small risk that you could get infected. This is called breakthrough infection. When vaccinated people do get infected, they don't usually get as sick as unvaccinated people and their symptoms don't last as long. Sometimes they have no symptoms at all.

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 also 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 at no cost regardless of immigration status. You will 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. You do not need a government-issued ID or a letter from your employer to get a vaccine. For questions about immigration, visit the Office of Immigrant Affairs webpage oia.lacounty.gov or call 800-593-8222.



How can I get vaccinated?

Vaccines are available at hundreds of locations throughout LA County including clinics, pharmacies, worksites, schools, places of worship, senior housing developments and long-term care facilities. There are also community vaccination sites and mobile or pop-up sites in places like metro stations and parks. In-home vaccination is available for people who are homebound. Many locations do not require an appointment.

Visit [VaccinateLACounty.com](https://vaccinate.lacounty.gov) and click on “[How to Get Vaccinated](#)” to find a location or [request](#) an in-home vaccination. If you need help, you can call the **DPH Vaccine Call Center** at **833-540-0473**, 7 days a week from 8am to 8:30pm. They can arrange in-home vaccination, free transportation to a vaccination site, or help with paratransit and other services for people with disabilities. Information is also available in multiple languages 24/7 by calling 2-1-1.

I just moved to LA County and my 2nd dose of vaccine is due. Where can I get it?

Visit [VaccinateLACounty.com](https://vaccinate.lacounty.gov) (see instructions above) and click on the filter to find a location that offers the same type of vaccine that you got for your first dose. Be sure to bring your CDC vaccination card to your 2nd dose appointment.

How many doses of COVID-19 vaccine will I need?

- The J&J/Janssen vaccine is given as a single dose.
- The Pfizer vaccine is given as 2 doses 21 days apart.
- The Moderna vaccine is given as 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.

If you have a moderately or severely weakened immune system (immunocompromised) and already got 2 doses of the Pfizer or Moderna vaccine, it is recommended that you get a 3rd dose of the same vaccine. A follow-up dose is not currently recommended for those who have received the J&J vaccine because the FDA is still evaluating how well it works in people with weak immune systems. For more information, see [Can people with weak immune systems get a COVID-19 vaccine?](#) below.

Booster doses are not recommended for the general public at this time.

When am I considered to be fully vaccinated?

You are considered [fully vaccinated](#) against COVID-19 two weeks after:

- You got a single dose of Johnson & Johnson (J&J)/Janssen COVID-19 vaccine, or
- You got a second dose of a Pfizer or Moderna COVID-19 vaccine, or
- You finished the series of a COVID-19 vaccine that has been listed for emergency use by the World Health Organization.

For more information, for people who are immunocompromised, see [Can people with weak immune systems get a COVID-19 vaccine?](#) below.



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](#).

Where can I get a copy of my 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.

Everyone who is vaccinated in California can request a digital COVID-19 Vaccination Record at myvaccinerecord.cdph.ca.gov. This is also an official record. It can be downloaded to the Google Pay digital wallet on an Android phone. (An Apple Wallet version will be available for iPhones soon). For more information, visit the [Vaccination Records](#) webpage.

ABOUT THE VACCINE

How do vaccines work?

Vaccines work by preparing your body's natural defenses to recognize and fight off germs that can make you sick.

- Some vaccines have dead or weakened versions of the germ.
- Others have 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 virus that causes COVID-19. They do not have any form of the COVID-19 virus, live, weakened or dead. (See the question "How do the COVID-19 vaccines work?" for more information).

When you get any vaccine, your immune system responds by:

- Making antibodies. These are proteins produced naturally by the immune system to fight disease.
- Preparing your immune cells to respond to future infection.
- Remembering 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?

All 3 COVID-19 vaccines work by teaching our immune cells how to make copycat spike proteins (the crown-like spikes on the surface of the COVID-19 virus). Making the spike protein does not harm our cells.

- Our immune system sees the spike protein and knows that it doesn'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). 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. The vector (or vehicle) uses a harmless virus to carry the genetic material to our cells. Our cells read the genetic material and make mRNA, and this mRNA teaches our cells to make the spike protein. The viral vector 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.

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](#). The Pfizer and Moderna vaccines contain Polyethylene Glycol (PEG) and the J&J vaccine contains polysorbate. 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 fetal 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 has stated 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. You cannot get COVID-19 from the vaccine. None of the COVID-19 vaccines have the virus that causes COVID-19 in them.

If you get COVID-19 shortly after getting vaccinated, it is because you were infected by someone with COVID-19 around the time you were vaccinated. It can take up to 14 days for symptoms to show after you



have been infected. So, if you get infected right before getting vaccinated, you might not get sick until after you get your vaccine.

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, no vaccine is 100% effective.

Sometimes people get a fever or feel tired for a day or two after getting a vaccine. These vaccine side effects are normal and are a sign that the body is building immunity. They should go away in a few days.

Is it safe for me to get a COVID-19 vaccine if I would like to have a baby one day?

Yes. The CDC recommends vaccination for all people aged 12 years and older, including people who are pregnant, breastfeeding, trying to get pregnant now, or might become pregnant in the future. Pregnant people are more likely to get severely ill with COVID-19 compared with non-pregnant people. In addition, pregnant people are more likely to get complications like preterm birth if they have COVID-19.

There is no evidence the COVID-19 vaccines cause any problems with pregnancy, including the development of the placenta. Also, there is no evidence that female or male fertility problems are a side effect of any vaccine, including COVID-19 vaccines. The vaccines do not change a person's DNA and there is no evidence they affect puberty or teen's development.

For more information, see the CDC webpage [COVID-19 Vaccines for People Who Would Like to Have a Baby](#).

Can the COVID-19 vaccine affect my periods?

Some women have reported a change in their period after getting the vaccine, including heavier flow and painful cramps. We don't yet know if these changes are due to the vaccine - menstrual changes were not reported from the vaccine trials and no study results are available on this issue yet. It is important to remember, many things can cause a change to menstrual cycles such as stress, and changes in sleep, diet, exercise, and some medicines. Irregular periods are very common among teens and may have no specific cause at all. If you have concerns about your period or your child's periods, talk to a doctor.

What are common side effects of the COVID-19 vaccines?

After getting a COVID-19 vaccine, you may have side effects like the ones you get after a flu or shingles vaccine. For two-dose vaccines, side effects are more common after the second dose. These side effects may limit 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 that your body is learning to fight the virus and is building 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.

**Contact your doctor if you have:**

- Vaccine side effects that last more than 2 days
- New 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 (as these are not vaccine side effects)
- Symptoms that get worse or worry you.

Are there any serious side effects?

Yes, serious side effects can happen but are very rare. Vaccine safety monitoring systems have identified four serious health problems, described below. If you receive a vaccine, see [After You Get a Vaccine](#) to learn about possible symptoms to look out for.

- **Anaphylaxis** - Anaphylaxis is a rare but serious allergic reaction that can happen after any vaccination. It has occurred in approximately 2 to 5 people per million vaccinated against COVID-19 in the US. Everyone is observed for a short time after getting a COVID-19 vaccine so that if anaphylaxis does happen, it can be treated right away. Learn more on the CDC webpage [What to Do If You Have an Allergic Reaction after Getting a COVID-19 Vaccine](#).
- **Thrombosis with thrombocytopenia syndrome (TTS):** TTS is a rare but serious condition involving blood clots and low platelets. It has been reported in people who received the J&J vaccine. Women younger than 50 should especially be aware of their increased risk for this rare condition - about 7 per 1 million women age 18 to 49 who received the J&J vaccine got TTS. For women 50 years and older and men of all ages, the risk of TTS is even more rare. To learn more, visit the CDC's [J&J vaccine frequently asked questions webpage](#).
- **Guillain-Barré Syndrome (GBS):** GBS is a rare disorder where the body's immune system damages nerve cells. This causes muscle weakness and sometimes paralysis. Most people fully recover from GBS, but some have permanent nerve damage. GBS has been reported in people who received the J&J vaccine. There were more cases in men, especially men age 50 and older. Nearly all of the people became ill within 6 weeks of getting the vaccine. Most became ill in the first 3 weeks. Overall, it is estimated that 7.8 people get GBS out of every million people who receive the J&J vaccine
- **Myocarditis and pericarditis** – Inflammation of the heart muscle (myocarditis) or outer lining of the heart (pericarditis) has been seen in people who received the Pfizer and Moderna vaccines. Most of the cases were reported in male adolescents and young adults days after the second dose of the vaccine. Most people who received care improved with medicine and rest and felt better quickly. People who experience these conditions can usually return to their normal daily activities after their symptoms improve.

Overall, it is estimated that 3.5 people get myocarditis out of every million people who receive a 2nd dose of Pfizer or Moderna vaccine. It is important to note that myocarditis and pericarditis are more common in people who get COVID-19, and the risks to the heart from COVID-19 infection can be more severe. For more information, visit the CDC webpage [Myocarditis and Pericarditis Following mRNA COVID-19 Vaccination](#).



To date, over 350 million doses of COVID-19 vaccine have been given in the US. Although side effects may happen, they are very rare. The benefits of getting vaccinated outweigh the risk.

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 any side effects are going to happen, they generally start within six weeks of getting a vaccine dose. For this reason, the Food and Drug Administration (FDA) required each of the authorized COVID-19 vaccines to be studied for at least eight weeks after the final dose during clinical trials. And the CDC continues to closely monitor COVID-19 vaccines after they are authorized by the FDA. This is how we quickly learned of the rare blood clots with low platelets in a very small number of women who received the J&J vaccine (see above). If scientists find any connection between a safety issue and any vaccine, the FDA and the vaccine manufacturer work toward a solution to address the specific safety concern (for example, a problem with a specific batch, a manufacturing issue, or the vaccine itself).

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 (swab or spit test) that looks for current COVID-19 infection. You may test positive on some antibody (blood) tests. This is because the vaccines work by teaching your body to make antibodies.

See the public health testing webpage ph.lacounty.gov/covidtests to learn more about COVID-19 tests.

WHO CAN GET THE VACCINE?

If I have already had COVID-19, should I still get vaccinated?

Yes. You should still get vaccinated even if you already had COVID-19. We don't know yet how long you are protected after you have had COVID-19. Getting vaccinated will boost your immunity for better and longer protection against COVID-19, including more infectious variants of the virus.

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?

Children age 12 and up can be vaccinated with the Pfizer vaccine. Vaccines are currently being studied in children under the age of 12, and a vaccine may become available to younger children in the late fall or winter.

Over 4 million children have tested positive for COVID-19 in the US since the start of the pandemic. Even though COVID-19 is often milder in children than adults, some children can get very sick or have lasting health problems from COVID-19. Getting your child vaccinated lowers their risk of getting infected with the virus that causes COVID-19. The vaccine will also protect against Multi-system Inflammatory Syndrome in Children (MIS-C) - a rare but serious condition in young people who have had COVID-19.

Children who get infected can spread the virus to others even if they don't feel sick. Getting vaccinated helps to protect friends and families, as well as the larger community. This includes protecting people with weak immune systems and children under 12, who can't be vaccinated yet.

Once your child is fully vaccinated, they will be less likely to get infected if they visit with friends, play sports, travel to see family, and return to school. They won't need to quarantine if a friend, family member, teacher or teammate gets COVID-19.

For more information see [COVID-19 FAQs for Parents](#) on the [VaccinateLACounty.com](#) webpage.

Can people with weak immune systems get a COVID-19 vaccine?

Yes. People with weak immune systems (immunocompromised) are strongly urged to get vaccinated because they are at higher risk of getting COVID-19. They are also more likely to become very sick if they do get infected. This is especially important now that the Delta variant is so common because it is more infectious than previous versions of the virus.

The vaccines may not work as well for people with certain health conditions or who are taking medicine that [weaken their immune system](#) (for example, blood related cancers or certain treatments for cancer, organ transplants, and certain autoimmune conditions).

If you have a moderately or severely weakened immune system and already got 2 doses of the Pfizer or Moderna vaccine, it is recommended that you get a 3rd dose of vaccine. Talk to your doctor about the need to get an additional dose of COVID-19 vaccine and the best time to get it. The 3rd dose of mRNA vaccine should be given at least 28 days after the 2nd dose. The same type of vaccine should be used if possible. For example, if you got a series of Pfizer vaccine, try to get a Pfizer vaccine for your 3rd dose. A follow-up dose is not currently recommended for those who have received the J&J vaccine. The FDA is still evaluating data on how well the J&J vaccine works in people with weak immune systems.

If you have a weak immune system, it is very important to continue to protect yourself even if you get a 3rd dose of vaccine. This includes wearing a well-fitting mask, maintaining physical distance, avoiding crowded places or spaces with poor air flow, and washing hands often. Consider ["double masking"](#) (wearing a cloth face mask over surgical mask) or an N95 respirator for a higher level of protection. The people you are in close contact with can help to protect you by getting vaccinated too.



Can people with allergies get a COVID-19 vaccine?

It depends.

- People who are allergic to things like oral medication, food (including eggs), latex, pets, or pollen, or people who have a family history of allergies, can be vaccinated.
- If you have had an allergic reaction to a vaccine or injectable therapy talk to your doctor to decide if it is safe to get vaccinated.
- If you are allergic to Polyethylene Glycol (PEG), you should not get the Pfizer or Moderna vaccine. Ask your doctor if you can get the J&J vaccine.
- If you are allergic to polysorbate, you should not get the J&J vaccine. Ask your doctor if you can get the Pfizer or Moderna vaccine.

There is a small risk of anaphylaxis (a severe type of allergic reaction) with any vaccine. This is why everyone is observed for a short time 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 for People with Allergies](#) webpage and talk to your doctor.

Is the COVID-19 vaccine recommended for people who are pregnant?

Yes. The CDC and pregnancy experts, including the American College of Obstetricians and Gynecologists, the Society for Maternal-Fetal Medicine, and the American College of Nurse-Midwives recommend that pregnant and lactating people be vaccinated against COVID-19.

There is no evidence that COVID-19 vaccination causes any problems with pregnancy, including the development of the placenta. As of July 2021, more than 139,000 pregnant people have been vaccinated and no unexpected pregnancy or fetal problems have occurred. There have been no reports of any increased risk of pregnancy loss, growth problems, or birth defects.

COVID-19 itself is a serious concern during pregnancy. Pregnant and recently pregnant people who get COVID-19 are more likely to become severely ill and be hospitalized than people who are not pregnant. They are also more likely to get pregnancy complications like preterm birth compared to pregnant people who do not have COVID-19.

COVID-19 vaccination can protect pregnant people from severe illness from COVID-19. In studies of people who have received COVID-19 mRNA vaccines, antibodies were found in the umbilical cord blood of babies and in breastmilk. This means that vaccination during pregnancy might also help protect babies against COVID-19.

The growing evidence about the safety and effectiveness of COVID-19 vaccination during pregnancy shows that the benefits of receiving a COVID-19 vaccine outweigh any known or potential risks. For more information, see the Society for Maternal-Fetal Medicine guidance [COVID-19 Vaccination if You Are Pregnant or Breastfeeding](#) and the CDC webpage [COVID-19 Vaccines While Pregnant or Breastfeeding](#).

If you are pregnant and have questions about getting vaccinated, talk to your doctor. You can also talk to experts at MotherToBaby who are available to answer questions in English or Spanish. This free and confidential service that is available Monday–Friday 8am–5pm. You can call 866-626-6847, text 855.999.8525, e-mail ContactUs@mothertobaby.org or start a chat on at mothertobaby.org/ask-an-expert/.



Can people who are breastfeeding get the vaccine?

Yes. Experts, including the CDC, American College of Obstetricians and Gynecologists, the Society for Maternal-Fetal Medicine, and the American College of Nurse-Midwives recommend that people who are breastfeeding be vaccinated against COVID-19.

Lactating people were not included in the vaccine studies. However, based on what we know about how these vaccines work, the vaccines are not thought to be a risk for the baby. Recent reports have shown that breastfeeding people who have received the Pfizer or Moderna vaccines have antibodies in their breastmilk, which might help to protect their babies. These vaccines do not pass into breastmilk.

Can I get the COVID-19 vaccine at the same time as a different vaccine?

Yes. Adults and children age 12 and over can get a COVID-19 vaccine at the same time as other vaccines, such as measles and whooping cough. If your child gets a COVID-19 vaccine at a place that doesn't offer the other vaccines that they need, you can go to a different location to get them at any time. There is no need to wait between vaccines.

Can I get a routine medical procedure or screening test if I just had a COVID-19 vaccine?

Most routine medical procedures or screenings can be done before or after getting a COVID-19 vaccine.

Note: if you are due for a routine screening mammogram and have been recently vaccinated for COVID-19, ask your doctor how long you should wait before you get your mammogram. People who have received a COVID-19 vaccine may get swelling in the lymph nodes (called lymphadenopathy) in the underarm near where they got the shot. This swelling is a normal sign that the body is building protection against COVID-19. This temporary swelling could cause a false reading on a mammogram, so it is important to tell the staff about your vaccination. For more details, see the Society of Breast Imaging's [Recommendations for Women Receiving the COVID-19 Vaccine](#).

The COVID-19 vaccine can also affect the results of some kinds of screening tests for tuberculosis (TB), see the CDC webpage [COVID-19 Vaccination and Other Medical Procedures](#).

PROTECTING MYSELF AND OTHERS

What if I get symptoms of COVID-19 after I have been vaccinated?

Some of the side effects from getting a vaccine are similar to symptoms of COVID-19. You should get tested and stay home and away from others if you have:

- Cough, shortness of breath, runny nose, sore throat, or new loss of taste or smell – these symptoms are NOT side effects of the vaccine
- Vaccine side effects (see above) that last more than 2 days after getting the vaccine

It is still important to watch out for symptoms of COVID-19 even if you have been vaccinated.

Why do we need a vaccine if we can do other things, like social distance and wear masks?

Getting the vaccine is the best tool to stop this pandemic. Vaccines boost your immune system so it will be ready to fight the virus if you are exposed. Other steps, like masks and physical distancing, help lower



your chance of being exposed to or spreading the virus. Vaccines are especially important for preventing spread within households, where it can be difficult to stay apart if one or more family member had COVID-19 or needs to quarantine. Vaccination is also the best way to stop new variants of the virus from developing and spreading.

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. You should get tested, monitor your health for symptoms of COVID-19 for 14 days, and continue to protect yourself and others. For more information see the DPH webpage [When You've Been Fully Vaccinated](#).

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://vaccinate.lacounty.gov) 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://vaccinate.lacounty.gov) 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.

Be a smart health care consumer

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 or 800-593-8222.
- **Report suspicious claims being made about vaccines, testing or treatment products:** report to the FTC at 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, sign up for press releases, or follow us @lapublichealth
- Visit the County's COVID-19 webpage covid19.lacounty.gov
- Check the CDC's website 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://consumer.ftc.gov)

COVID-19 Variants

What are variants?

Like all viruses, SARS-CoV-2, the virus that causes COVID-19, constantly changes through mutation. These mutations add up and create slightly different versions of the virus, called “variants”. Sometimes, a mutation will result in the virus spreading more easily, making people sicker or making it resistant to treatment or vaccines. Variants with these types of mutations are called variants of concern. Scientists continue to study and track these variants as they evolve.

Which variants have been found in the United States?

The CDC is tracking a number of variants of concern in the United States. These include:

Variant name:	First detected:	First found in the US:
Alpha (B.1.1.7)	United Kingdom	December 2020
Beta (B.1.351)	South Africa	January 2021
Gamma (P.1)	In travelers from Brazil	January 2021
Delta (B.1.617.2)	India	March 2021

Visit the CDC [Variants of the Virus that Causes COVID-19](#) page for more information.

Are these new variants more dangerous?

It depends. These variants are a serious threat to adults who are not fully vaccinated¹, especially those who are at [higher risk of severe COVID-19 disease](#). The Delta variant is concerning because it seems to be spreading much more easily than the original virus and other variants. It may also cause more severe infections, including those that lead to hospitalization. The Delta variant is becoming more common in the US, including in Los Angeles County. Everyone should focus on slowing its spread until we better understand how the Delta variant is spreading and who it is infecting.

Do COVID-19 vaccines protect against variants, including the Delta variant?

It appears so. The CDC and other experts continue to study how well the vaccines work to protect people from COVID-19 in real-world conditions. So far, the CDC has found that all 3 vaccines authorized for use in the US are highly effective, even against the Delta variant, at preventing serious illness and death. But there is evidence that those who have not completed their Pfizer or Moderna COVID-19 vaccine series (i.e., they only got the first dose) are not as well-protected from COVID-19 variants. The CDC says there is currently no information to suggest that a second dose is needed for those who got the Johnson & Johnson vaccine, even with the Delta variant, but they will continue to monitor this.

How do I protect myself against variants?

- **Get vaccinated** if you are 12 years of age or older (see below). The three COVID-19 vaccines authorized for use in the US offer the best protection against the variants currently spreading here. If you have concerns

¹ You are considered fully vaccinated against COVID-19 two (2) weeks after: the second dose of a Pfizer or Moderna COVID-19 vaccine series, a single dose of Johnson & Johnson COVID-19 vaccine or you finished the series of a COVID-19 vaccine that has been listed for emergency use by the World Health Organization. See [fully vaccinated](#) web page for more information.

Variant FAQs

COVID-19 Variants

or questions about COVID-19 vaccines, talk with your doctor. If you are already vaccinated, encourage your family, friends, and neighbors to get vaccinated. Vaccination will slow the spread of variants and decrease the chances that new, even more dangerous variants emerge.

- **Wear a mask.** Masks remain a powerful tool to protect yourself and others. Until we know more about the Delta variant, it is required that everyone, regardless of vaccination status wear masks indoors in public places. Your mask should fit snugly over your nose and mouth and be made of at least two layers so that they filter well. If you are in a setting where you are in sustained close contact with other people who may not be fully vaccinated, consider “double masking” (wearing a cloth face mask over a surgical mask) or a respirator (e.g., N95 or KN95). These offer a higher level of protection. This is especially important if you are not fully vaccinated and are indoors or in a crowded outdoor place. Some exceptions apply - learn more at ph.lacounty.gov/masks.
- **Wash your hands and/or use hand sanitizer often** - especially after being in public spaces where surfaces are touched by many people.

How do I get a COVID-19 vaccine?

Vaccines are available across LA County and free to everyone, regardless of immigration status. Many vaccination sites take walk-ins, or you can choose to make an appointment.

- Visit www.VaccinateLACounty.com to find a location near you.
- Call **1-833-540-0473** if you need help making an appointment, need transportation to a vaccination site, or are homebound. Phone lines are open from 8am to 8:30pm 7 days a week. Information is also available in many languages 24/7 by calling 2-1-1.

Coping with Stress During Infectious Disease Outbreaks that require social distancing

The Department of Mental Health supports the wellbeing of our County family, friends and colleagues. When you hear, read, or watch news about an outbreak of an infectious disease, you may feel anxious and show signs of stress. These signs of stress are normal. During an infectious disease outbreak, care for your own physical and mental health and reach out in kindness to those affected by the situation.

WHAT YOU CAN DO TO HELP COPE WITH EMOTIONAL DISTRESS

1. Manage Your Stress

- Stay informed. Refer to credible sources for updates on the local situation.
- Stay focused on your personal strengths.
- Maintain a routine.
- Make time to relax and rest.

2. Be Informed and Inform Your Family

- Become familiar with local medical and mental health resources in your community.
- Avoid sharing unconfirmed news about the infectious disease to avoid creating unnecessary fear and panic.
- Give honest age-appropriate information to children and remember to stay calm; children often feel what you feel.

3. Connect with Your Community online or through the phone

- Keep contact with family and friends through social messaging or through phone calls
- Join community and/or faith group online chat groups
- Accept help from family, friends, co-workers and clergy.
- Reach out to neighbors and friends with special needs who may need your help.

4. Reach Out and Help while maintaining necessary social distancing guidelines

- If you know someone affected by the outbreak, call them to see how they are doing, and remember to keep their confidentiality.
- Consider an act of kindness for those who have been asked to practice social distancing, such as having a meal delivered

5. Be Sensitive

- Avoid blaming anyone or assuming someone has the disease because of the way they look or where they or their families come from.
- An infectious disease is not connected to any racial or ethnic group; speak up in kindness when you hear false rumors or negative stereotypes that foster racism and xenophobia.

Consider seeking professional help if you or a loved one is having difficulty coping.



Be Proactive!

1. Stay informed with information from credible sources.
2. Stay connected with friends, family, and community groups.
3. Keep a positive attitude and outlook.

Resources

Los Angeles County
Department of Mental Health
Access Center 24/7 Helpline
(800) 854-7771
(562) 651-2549 TDD/TTY
<https://dmh.lacounty.gov>

Los Angeles County
Department of Public Health:
<http://publichealth.lacounty.gov/media/Coronavirus/>
or call 2-1-1 for more information

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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: September 20, 2021

Subject: Consideration to Reject a Construction Bid and Authorize the Formal Solicitation of Bids for the Upper Reservoir Replacement Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Reject the construction bid received for the Upper Reservoir Replacement Project; and
- b. Authorize the formal solicitation of bids for the Upper Reservoir Replacement Project to be re-advertised at a date within the next 120 days.

BACKGROUND:

1. On July 19, 2021, the City Council authorized the formal solicitation of bids for the Upper Reservoir Replacement Project.
2. On July 20, 2021, staff sent the bid package to various construction bid rooms and advertised the project in the San Fernando Sun and on the city website.
3. During July and August 2021, staff reached out directly to over 20 contractors with experience constructing water reservoirs similar to the City's upper reservoir.
4. On September 3, 2021, the City received one bid from Pacific Hydrotech Corporation for \$6,575,600.

ANALYSIS:

Project Background.

Upper Reservoir No. 4 is a circular reinforced concrete water storage tank built in the early 1960s that was designed to hold one million gallons of water at full capacity. The tank has been limited

Consideration to Reject a Construction Bid and Authorize the Formal Solicitation of Bids for the Upper Reservoir Replacement Project

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to approximately half this capacity due to cracks that have developed over time in the tank's wall. A new design has been developed, which focuses on replacing the existing circular tank with a square-shaped, reinforced concrete tank with a new total capacity of 1.1 million gallons of storage. In addition to the reservoir replacement, the design will implement several piping modifications leading into and out of the reservoir to improve hydraulic flow. Extensive work will be required on the project site, but also in the road on Foothill Boulevard and Hubbard Avenue to make changes to the water mains. The project also includes improvements to security at the reservoir site, including lighting, wrought-iron fencing, and a new motorized security gate.

Construction Cost Estimate.

The project design team of John Robinson Consulting, Inc. and Kennedy/Jenks Consultants originally established a construction cost range for this project of \$3,200,000 to \$4,200,000. This is based on their experience with similar projects, including current trends in materials pricing and labor market.

Project Schedule.

The project was expected to begin in Fall 2021, with completion anticipated within a nine-month period.

Bid Analysis.

John Robinson and staff from Kennedy/Jenks Consultants have reached out to the eight interested bidders and the 22 contractors to which staff directly advertised the project in July and August 2021 to get their feedback on why they chose not to bid on the project. With up to 30 contractors potentially bidding on the project, staff was anticipating a highly competitive bid process.

The findings from the bid analysis is as follows:

- For some contractors, the nine-month schedule was not sufficient time based on their current workload and construction schedule.
- For all contractors, there were many projects being bid in August 2021. As a result, most estimators were too busy to study the project and provide a bid.
- For some contractors, providing time-off during August 2021 for their busy construction estimation department was very important.
- For the one bid that was submitted, it was determined that a premium of at least \$1,500,000 was being charged to complete the project within the nine-month schedule. This was due to estimated 12-hour shifts and Saturday work shifts to complete the project on time.

Based on this bid analysis and conversations with contractors, the project team feels that there would be significantly more competition in a new bid process. This would be due to refreshed estimation departments having the time and resources to bid on the project over September and

Consideration to Reject a Construction Bid and Authorize the Formal Solicitation of Bids for the Upper Reservoir Replacement Project

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October 2021. By extending the construction schedule from nine months to 15 months, the labor cost premium of \$1,500,000 seen in the lone bid would be eliminated. The combination of these factors should bring the overall cost of the project closer to the original cost estimate.

The bid analysis concludes that the City cannot enter into a contract whereby sufficient funds are not currently available and where a more competitive bid process could result in a significantly lower project cost. Staff is recommending the City Council reject the bid pursuant to the Public Contracts Code allowing cities to reject all bids at its discretion (Statute 20166 "Rejection of Bids; Re-Solicitation.").

Staff is adjusting the bid package to address the project schedule and any comments that might be provided by the Division of Drinking Water. A new notice inviting bids will be advertised along with the modified bid package within the next 120 days.

BUDGET IMPACT:

The Upper Reservoir Replacement Project is being funded through a \$5,000,000 reimbursable grant from the California Department of Water Resources (DWR) under account 010-385-0716-4600. These funds were appropriated through an agreement with the DWR in Fiscal Year 2018-2019 and to date have been used during the design phase. There is an approximate balance of \$4,200,000 available and if additional funds are required to complete the project, staff will present the option of using water enterprise funds or other sources to cover the gap in funding.

CONCLUSION:

Staff recommends that the City Council reject the construction bid submitted on September 3, 2021, and authorize the formal solicitation of bids for the Upper Reservoir Replacement Project to take place within the next 120 days. Staff will re-advertise the project for a period of 30 days, as required by the City's purchasing policy.

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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: September 20, 2021

Subject: Presentation and Discussion Regarding an Informational Report on the Implementation of Senate Bill 1383 Regulations

RECOMMENDATION:

It is recommended that the City Council receive and file this informational report and provide direction, as necessary.

BACKGROUND:

1. In September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. The law grants the California Department of Resources, Recycling and Recovery (CalRecycle) the authority to develop regulations required to achieve the organic waste disposal reduction targets set forth in the Bill.
2. From 2016 to 2020, CalRecycle developed regulations to achieve the goals of SB 1383. These new regulations were finalized by CalRecycle in November 2020 and take effect in January 2022.

ANALYSIS:

SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025, which equates to approximately 20 million tons of organic waste annually. SB 1383 also establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

Presentation and Discussion Regarding an Informational Report on the Implementation of Senate Bill 1383 Regulations

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The regulations set forth by CalRecycle are organized into six main categories:

1. Organics and Recycling Collection. Ensuring that all residents and business have access to recycling and organics collection is one of the main requirements of SB 1381. SB 1383 requires specific colors for waste collection containers: trash containers must be grey or black, organics containers must be green, and recycling containers must be blue. All new containers must be clearly labeled with what does and does not go into them.
 - a. Current Status: The City has recycling and organics collection available to all customers. Trash containers are already colored properly, with trash, organic waste, and recycling being deposited in black, green, and blue cans, respectively. The City does not currently have an organics program for residential customers. Residents are currently provided solid waste, recycling, and “yard waste” service. A new program is needed to start source separating food waste from solid waste. The City currently does have an organics program for commercial customers.
 - b. Anticipated Updates to Comply with Regulations: Republic Services will be changing the lids of containers with graphics that provide clear direction on how to separate the waste properly.
2. Contamination Monitoring. The regulations require waste audits to be conducted on each trash, recycling, and organics route regularly, to check bins for contamination (recycling and organics not being sorted correctly). Specific recording, reporting and follow-up is required for any contamination that is found.
 - a. Current Status: Waste audits are currently conducted by Republic drivers on an as-needed basis (i.e., whenever it is clear that contamination has occurred). Customers are notified that bins were not picked up and given information on how to correct the issue.
 - b. Anticipated Updates to Comply with Regulations: The City will be working with Republic to design a formal contamination monitoring program to fulfill the SB 1383 requirements. This will involve Republic adding resources to check the cans for contamination on a regular basis, recording and reporting these results, and handling notification of non-compliance with customers.
3. Education and Outreach. SB 1383 regulations will require the City to conduct specific outreach to residents, schools, businesses, edible food generators, on an annual basis. The outreach must be translated into multiple languages, based on the most recent census results.
 - a. Current Status: Republic currently provides various forms of outreach to these groups regarding waste sorting and recycling. This consists of stand-alone mailers, information shared in quarterly newsletters, informational booths at City events,

Presentation and Discussion Regarding an Informational Report on the Implementation of Senate Bill 1383 Regulations

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and education on social media. Republic also has a dedicated San Fernando website at RepublicServices.com/municipality/San-Fernando-CA.

- b. Anticipated Updates to Comply with Regulations: The City will be working with Republic to review its outreach program to ensure that every aspect follows the language, timing, and translation requirements of SB 1383. Republic will continue its outreach campaign through mailers, newsletters, informational booths, and social media. The City will send out educational information on SB 1383 requirements through its own social media, email blasts to residents and businesses, updates and reminders in the City Manager's report, and through informational booths at City events. Republic will participate in City event's such as National Night Out before December to share more information with its customers on the new requirements taking place on January 1, 2022.
4. Capacity Planning. The City must collaborate with the County and the other jurisdictions located within the county to determine the necessary organic waste recycling and edible food recovery capacity needed to divert organic waste and edible food from the landfill as required under the regulations.
 - a. Current Status: Republic has been bringing the organic waste collected in San Fernando to a facility with composting operations for several years. At this point in time, they anticipate that the facility will continue to handle the increased organic waste stream generated in the City. The County is evaluating the food recovery network via a number of organizations, but the total capacity for edible food recovery is yet unknown.
 - b. Anticipated Updates to Comply with Regulations: The City is working with a County-wide team to assess the County's current edible food recovery capacity and determine if it needs expansion. City staff will work with the County to identify food recovery organizations and services that can help Tier 1 and Tier 2 generators to recover at a minimum the 20 percent mandated level of edible food produced. These edible food generators are defined as follows:
 - Tier 1 generators - Supermarkets, Grocery Stores > 10,000 square feet, Food Service Providers, Food Distributors, and Wholesale Food Vendors.
 - Tier 2 generators - Restaurants > 5,000 square feet or 250 seats, Hotels with on-site food and 200 rooms, Health Facilities with on-site food and 100 beds, Large Venues and Events, and Local Education Agency with on-site food facilities.
5. Procurement Requirements. Beginning January 1, 2022, the City must annually procure a certain quantity of recovered organic waste products. Jurisdictions can fulfill their target by procuring any combination of eligible products such as compost, mulch, and renewable energy. The City is also required to purchase recycled-content paper.

Presentation and Discussion Regarding an Informational Report on the Implementation of Senate Bill 1383 Regulations

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- a. Current Status: The City does use mulch provided by West Coast Arborists for use in parks, City parkways, planters, and City-owned facilities and parking lots. Republic Services gives away compost at its quarterly bulky item drop-off events. Staff will need to keep track of these amounts to see if it meets the SB 1383 targets and look for opportunities to procure more mulch and compost.
 - b. Anticipated Updates to Comply with Regulations: Future renewable energy projects involving solar-powered energy can provide more options for the City to meet the additional procurement quantity for recovered organic waste products. Staff has prepared an Environmentally Preferable Purchasing Policy (EPPP) that directs the procurement of recycled products whenever possible or practicable. This policy can cover the procurement requirements of SB 1383 and staff will return to City Council for review and adoption.
6. Edible Food Recovery. The City must identify the edible food recovery generators that are required to implement edible food recovery programs, connect them with local food recovery organizations, provide annual outreach to the edible food generators about their requirements under SB 1383, and perform annual inspections to ensure they have contracts in place with edible food recovery organizations, and are keeping records of all recovered edible food.
 - a. Current Status: The efforts related to edible food recovery programs are being led by the County. The City will be working with the County to identify all the edible food generators in San Fernando that will be affected by SB 1383.
 - b. Anticipated Updates to Comply with Regulations: Edible food recovery outreach and inspection programs will need to be fully developed in partnership with the County and County jurisdictions. City staff will need to ensure compliance by the generators is being met through review of their contract and delivery records with food recovery organizations and services.

The Importance of Edible Food Recovery.

Diverting edible food from landfills not only has the benefits of reducing methane emissions and the financial costs associated with disposal, but it also has the critical benefit of addressing food insecurity in our State and local region. According to CalRecycle, in 2018, one in eight Californians did not have enough food to eat. When looking at children, that number climbs to one in five. Recovering 20 percent of edible food for human consumption and delivering to food banks and relief organizations can have demonstrable positive impacts on this issue. The challenge at this point is having the infrastructure, distribution system, and services in place to recover this food.

Inspection and Enforcement.

The regulations also require jurisdictions to inspect and enforce compliance with SB 1383. Jurisdictions must also maintain accurate and timely records of SB 1383 compliance. The first two years of enforcement will be more of an inspect-and-educate program. However, by January 1,

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2024, CalRecycle will expect all jurisdictions to begin strict enforcement with fines imposed for non-compliance.

Organic Waste Reduction by 2025.

The final target of 75 percent diversion of organic waste from landfills is January 1, 2025. The intention of SB 1383 regulations rolling into effect starting in 2022 provides a three-year window to hit those targets. If successful, residents and businesses in the State of California will have reduced organic waste disposal rates from approximately 27 million tons to 6.7 million tons, on an annual basis.

All California cities are required to comply with these new regulations. Consequently, the City must take the initial step of adopting an ordinance that puts these regulations into effect by January 1, 2022. Staff will be presenting a draft ordinance to City Council on October 4, 2021 to present the proposed ordinance pursuant to SB 1383 regulations.

BUDGET IMPACT:

There is no budget impact for receiving and filing this informational report. As a result of these State-mandated regulations, costs associated with implementation of SB 1383 regulations will eventually result in higher solid waste collection fees for Republic Services customers, as the time needed for changing out lids on containers, compliance, education, monitoring, and reporting will be extensive. There are also going to be additional staff time and costs related to enforcement of these regulations over the next couple of years, which will impact future budget cycles. There is not enough information available at this time to accurately project the ultimate costs of SB 1383.

CONCLUSION:

Staff recommends that the City Council receive and file this informational report and provide any direction, as necessary.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Sonia G. Garcia, Interim Director of Finance/City Treasurer

Date: September 20, 2021

Subject: Presentation and Discussion of the 2021 Local Transaction Tax Annual Report For Measures "A" and "SF"

RECOMMENDATION:

It is recommended that the City Council receive and file the 2021 Annual Report on the collection, management, and expenditure of the City's Local Transaction Tax (i.e. Measures "A" and "SF") as required by the City Code.

BACKGROUND:

1. On June 4, 2013, San Fernando voters approved a temporary $\frac{1}{2}$ cent Transaction and Use Tax (Measure "A"), effective October 1, 2013 and terminating October 1, 2020.
2. On November 6, 2018, San Fernando voters approved extending Measure "A" $\frac{1}{2}$ cent Transaction and Use Tax indefinitely.
3. On November 3, 2020, San Fernando voters approved an additional $\frac{1}{4}$ cent Transaction and Use Tax (Measure "SF") for a total local Transaction and Use Tax of $\frac{3}{4}$ cents. This increase Transaction and Use Tax went into effect in April 2021.
4. Chapter 82, Article V, Section 82-132 of the City Code requires an Annual Report on the collection, management, and expenditure of the Measure A/SF funds prior to October 1st each year.
5. With the passage of Measure SF, both Measure "A" and Measure "SF" receipts will be combined and reported on jointly in this *Local Transaction Tax Annual Report*.
6. On September 16, 2021, staff hosted a virtual Transparency Town Hall, which was broadcast through Facebook Live, to present the Local Transaction Tax Annual Report to the community.

Presentation and Discussion of the 2021 Local Transaction Tax Annual Report For Measures A and SF

Page 2 of 3

7. The San Fernando City Code also requires an overview of the Annual Report be presented to City Council at an open and public meeting and that the Annual Report be a public document.

ANALYSIS:

The City received \$3,368,814 in Local Transaction Taxes in Fiscal Year (FY) 2020-2021, which is an increase of \$1,071,624, or 46.7%, from FY 2019-2020. This significant increase is the result of a number of factors, including:

- 1) Projected loss of sales tax revenue due to COVID-19 economic restrictions that closed many businesses in March through June 2020 did not materialize;
- 2) The City's significant "Building and Construction" industry has been deemed "essential" throughout the COVID-19 pandemic and was the primary driver of the City's financial resilience in FY 2020-2021;
- 3) Historically low interest rates resulted in increased spending on home improvement projects and supported strong vehicle sales locally;
- 4) Increased online sales offset lost sales at brick and mortar retail outlets; and
- 5) San Fernando voters approved Measure SF in November 2020 to increase the local Transaction Tax from 0.50 percent to 0.75 percent, which generated an additional \$385,046 in FY 2020-2021.

A full analysis can be found in the *Local Transaction Tax (Measures "A" and "SF") 2021 Annual report*, which is included as Attachment "A" to this agenda item. The report is also available on the City's website (SFCITY.ORG/Measure-A/#Annual-Reports) under the Annual Reports section of the Measure A page.

BUDGET IMPACT:

Local Transaction Taxes generated \$3,368,814 in FY 2020-2021 and is projected to raise \$3,900,000 in FY 2021-2022. Since October 1, 2013, Local Transaction Taxes have raised a total of \$19,116,723.

CONCLUSION:

Since October 2013, Local Transaction Tax revenues have been used to: 1) eliminate the General Fund deficit, 2) pay down external/internal debt, 3) establish financial reserves, and 4) make one-

Presentation and Discussion of the 2021 Local Transaction Tax Annual Report For Measures A and SF
Page 3 of 3

time investments in infrastructure, equipment and technology improvements. As of June 30 2021, most of these goals have been met or exceeded. With strong financial reserves and robust Local Transaction Tax revenues, the City Council will have the financial resources necessary to begin implementing the City Council Strategic Goals for Fiscal Years 2022 through 2027.

ATTACHMENT:

A. Local Transaction Tax 2021 Annual Report



MEMORANDUM

September 16, 2021

Local Transaction Tax (Measures "A" and "SF") 2021 Annual Report

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.

With the passage of Measure SF in November 2020, which increased the Local Transaction Tax from 0.50 percent to 0.75 percent, Measure "A" and Measure "SF" receipts will be combined and reported on jointly in this *Local Transaction Tax Annual Report*. This report is being presented in accordance with the Municipal Code, Section 82-132 referenced above.

Executive Summary:

The City received \$3,368,814 in Local Transaction Taxes in fiscal year 2020-2021, which is an increase of \$1,071,624, or 46.7%, from fiscal year 2019-2020. This significant increase is the result of a number of factors, including:

- 1) Projected loss of sales tax revenue in due to COVID-19 economic restrictions that closed many businesses in March through June 2020 did not materialize;
- 2) The City's significant "Building and Construction" industry has been deemed "essential" throughout the COVID-19 pandemic and was the primary driver of the City's financial resilience in FY 2020-2021;
- 3) Historically low interest rates resulted in increased spending on home improvement projects and supported strong vehicle sales locally;
- 4) Increased online sales offset lost sales at brick and mortar retail outlets; and
- 5) San Fernando voters approved Measure SF in November 2020 to increase the local Transaction Tax from 0.50 percent to 0.75 percent, which generated an additional \$385,046 in FY 2020-2021.

A preliminary review of the City's finances for Fiscal Year 2020-2021 indicates that there will be a surplus in the General Fund¹. In accordance with the City's Fund Balance Policy, the surplus

¹ The estimated General Fund surplus is a preliminary, pre-audit estimate and is subject to change during the annual independent audit.

Local Transaction Tax (Measures “A” and “SF”)

2021 Annual Report

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will be used to maintain a general operating reserve of, at a minimum, 20% of projected General Fund annual operating expenditures (approximately \$4 million), excluding debt service, fund transfers, and encumbered funds. These reserves are designed to be used in the event of a significant financial emergency. With the projected surplus, the General Fund is expected to exceed the minimum reserve policy for FY 2020-2021. Excess surplus funds are available for appropriate by City Council.

In October 2019, the City Council approved the Measure “A” Transparency Forum with the intent of allowing any and all interested community members the opportunity to review the Annual Report of collection, management and expenditure of the local half-cent Transaction and Use Tax (Measure “A”) revenue as required by Chapter 82, Article V, Section 82-132 of the City Code and make non-binding recommendations to the City Council general priorities for the use of Measure “A” funds during the annual budget process. Going forward, Annual Reports and related Transparency Forums will be inclusive of both Measure “A” and Measure “SF” revenues and be referred to jointly as “Local Transaction Tax.”

Since voter approval of Measure A in 2013, the City has used the Local Transaction Taxes to:

- Eliminate the General Fund deficit from (\$5.7 million) in fiscal year 2013-2014 to a projected reserve of approximately \$6 million as of June 30, 2021.
- Repay more than \$1.3 million in debt to outside agencies and \$1.6 million in internal debt to other City funds.
- Establish more than \$2.7 million in financial reserves for vehicle replacements, facility improvements, and self-insurance costs.
- Improve public safety reliability and response time by replacing thirteen (13) police patrol vehicles, upgrading in-car computers, and modernizing the City’s radio communication system.
- Support infrastructure improvements and maintenance through the annual residential resurfacing program, reconstruction of Glenoaks Boulevard, sidewalk improvements, additional tree trimming, and replacing Public Works vehicles and equipment.
- Beautify Brand Boulevard to create a notable entrance into the City.
- Support a number of special events, including Dia de los Muertos 5k run, San Fernando Open Streets Festival, and JAM sessions.
- Construct facility improvements at Recreation Park, Las Palmas Park, Pioneer Park and Layne Park.
- Replace the City’s outdated network equipment and software to protect customer information and increase efficiency.
- Support the City’s COVID-19 emergency response efforts.

Voters insisted there be accountability for the use of these revenues by including a requirement for an Annual Report to be presented at a public meeting. As evidenced in this report, the City

Local Transaction Tax (Measures “A” and “SF”)

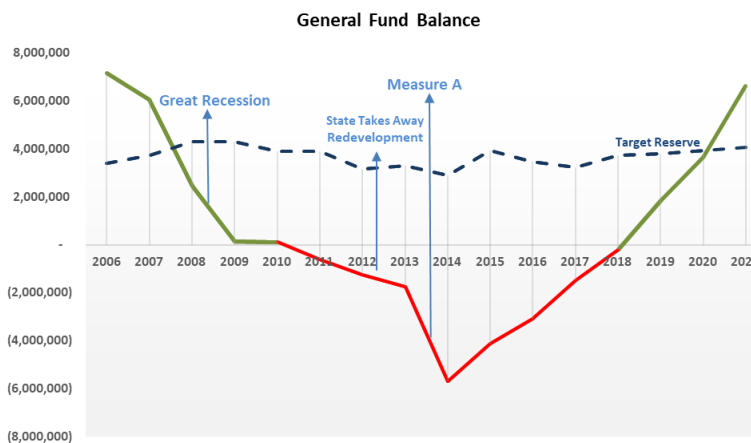
2021 Annual Report

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Council and City staff have worked diligently to ensure that Local Transaction Tax revenues are being collected, managed, and expended responsibly and in a manner consistent with the communities’ goals.

Background:

Between 2005 and 2013, the City’s financial position changed significantly. The General Fund, which pays for police, fire, recreation and public works services, experienced a dramatic decrease in the amount of money available to provide services. The City’s reserves fell from \$7.1 million in June 2006 to a deficit of (\$5.7 million) in June 2014.



The dramatic reduction was the result of a perfect storm as the City’s expenditures on operating services began to increase (e.g. the San Fernando Regional Pool and Los Angeles Fire Department contract) just as the onset of the “Great Recession” in 2008/2009 decreased tax revenues. Additionally, the State of California eliminated local redevelopment funding in 2012, which further reduced tax revenue the City had used to make infrastructure improvements and fund economic development programs.

To remain solvent, the City implemented layoffs and furloughs, eliminated vacant positions, reduced employee benefits, discontinued retiree medical benefits for new employees, reduced department budgets, and renegotiated the contract with Los Angeles Fire Department. In the ten (10) years following the Great Recession, the number of City employees was reduced from 160 in 2008 to 128 in 2017 (20% reduction). The number of Police Officers was reduced from 37 in 2008 to 31 in 2017 (16% reduction).

In FY 2012-2013, the City declared a fiscal emergency and held a special election on June 4, 2013 for the San Fernando electorate to vote on a temporary one-half (½) cent Transaction and Use Tax (“Tax”). The “City Services Emergency Protection Measure” (Measure A) was approved by sixty percent (60%) of voters. The increased Transaction Tax rate went into effect on October 1, 2013 with a sunset date of October 1, 2020. In November 2018, Measure A was extended indefinitely by voters.

Without the revenues generated by Measure A, the City would have struggled to stay out of bankruptcy. In 2013, the City’s auditors expressed their concern regarding the City’s ability to continue operate and carry out its financial commitments, obligations and objectives.

Local Transaction Tax (Measures “A” and “SF”)

2021 Annual Report

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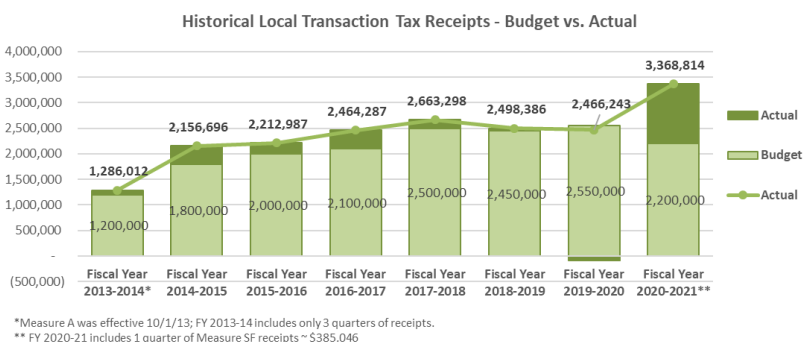
On November 3, 2020, the “Keep Sales Tax Local Measure” (Measure SF) was approved by fifty six percent (56%) of voters. Measure SF increased the local Transaction Tax from 0.50 percent to 0.75 percent. The increased Transaction Tax rate went into effect on April 1, 2021. Once fully implemented, Measure SF is expected to generate more than \$1.1 million per year.

Tax revenues provided through Measure SF are inclusive of former Measure A funds; therefore, these Measures will be collectively referred to as Local Transaction Taxes throughout this Annual Report.

Collection:

The City began collecting a 0.50 percent Transaction Tax on applicable transactions in San Fernando on October 1, 2013.

The City began collecting an additional 0.25 percent Transaction Tax on April 1, 2021, for a total Local Transaction Tax of 0.75 percent.



Below are a few key statistics related to the collection of the Local Transaction Tax:

- Fiscal year 2020-21 actual Tax receipts were \$3,368,814 compared to the \$2,200,000 projected budget.
- Of this amount, \$385,046 is attributed to the additional 0.25 percent authorized by Measure SF.
- Since October 1, 2013, Local Transaction Taxes have generated \$19,116,723 in additional revenue.
- The Sales Tax to Transaction Tax ratio, a key metric for measuring local business compliance with the Tax, was 53% for Fiscal Year 2019-2020. Since the City Sales Tax is 1.0% and the Transaction tax is 0.5%, a Sales Tax to Transaction Tax ratio of 50% or greater indicates high compliance by local businesses with Measure A. Consequently, it appears that local businesses are complying with and collecting the Tax.

The Tax is collected and administered by the California Department of Tax and Fee Administration (CDTFA). CDTFA remits Local Transaction Tax collections to the City Treasurer on a monthly basis. The CDTFA charges approximately \$25,000 per year for tax administration services.

Local Transaction Tax (Measures “A” and “SF”)

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The City contracts with Hinderliter, de Llamas & Associates (HdL) to monitor Tax receipts to identify, correct, and recover allocation errors and prepare the necessary case submittal documents with the CDTFA. This ensures that the City is maximizing collections and receipts are properly allocated to the City by the CDTFA. In calendar year 2020, HdL recovered \$200,265 in misallocated Sales and Transaction Taxes on behalf of the City.

Management:

In order to track Local Transaction Tax revenue, the City Treasurer records receipts in a special account number on the City’s General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.

The planned use of Local Transaction Tax funds is discussed through the annual budget process and clearly identified in the City Manager’s Budget Message. All current and prior Annual Reports and Budget documents are posted on the City’s website ([SFCITY.ORG/Financial-Documents](https://www.sfcity.org/Financial-Documents)) under the Financial Documents section of the Finance Department page.

Local Transaction Tax revenues are budgeted and recorded in a separate account in the City’s General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.

Lastly, City staff conducts quarterly meetings with a consultant to review Local Transaction Tax receipts in detail. This provides staff with valuable information on the health of the local economy, various business sectors, and individual companies by reviewing their quarterly sales tax reports. It also gives staff an opportunity to make the consultant aware of new businesses opening in the City so staff can ensure compliance with Local Transaction Tax collections.

A quarterly newsletter providing Sales and Transaction Tax information pertinent to San Fernando is posted on the City’s website ([SFCITY.ORG/Financial-Documents](https://www.sfcity.org/Financial-Documents)) under the Financial Documents section of the Finance Department page.

Expenditure:

The City’s Local Transaction Tax was approved as a general tax, which means that it can be used for any general governmental purpose. Due to the significant uncertainty surrounding the economic impact of restrictions imposed during the ongoing COVID-19 response effort, City Council adopted a “bare bones” budget for FY 2020-2021 that focused on maintaining existing services to the community (i.e. avoid cuts through layoffs and furloughs). In consultation with HdL consultants, staff projected a 13.7% decrease in Local Transaction Tax revenue for FY 2020-2021. The significant reduction in revenue and focus on maintaining services is reflected in the Expenditure plan adopted by City Council, which is included in the table below:

Local Transaction Tax (Measures “A” and “SF”)

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Repayment of Debt	Budget	Actual
To Retirement Fund	Deferred	-
To Sewer Fund	Deferred	-
To Water Fund	Deferred	-
<u>Establish Reserves</u>		
General Fund	Deferred	3,073,335
Self Insurance Fund	Deferred	-
Equipment Replacement Fund	Deferred	-
Facility Maintenance Fund	Deferred	-
		3,073,335
<u>One-Time Enhancements/Investments</u>	None	-
<u>Ongoing Enhancements/Investments</u>	None	-
Prior year On-going Staffing Enhancements	160,000	160,000
Operating Costs: COVID-19 Response	2,040,000	135,479
	2,200,000	295,479
Total Local Transaction Tax Uses:	\$2,200,000	\$3,368,814
Less Measure “SF”		(385,046)
Total Measure “A”		\$2,983,768

The table above demonstrates the planned budget expenditures for Local Transaction Tax revenues were primarily for operating costs as part of the City’s COVID-19 response efforts. However, many of the City’s revenues, including Local Transaction Taxes, outperformed budget projections due to the strength of the local Building and Construction industry, vehicle sales (resulting from a historically low interest rate environment) and increased online sales. Therefore, relatively little was needed for operating costs and most of the Local Transaction Tax revenues were applied to the City’s General Fund reserves to be appropriated by City Council in future years.

Conclusion:

Since October 2013, Local Transaction Tax revenues have been used to 1) eliminate the General Fund deficit, 2) pay down external/internal debt, 3) establish financial reserves, and 4) make one-time investments in infrastructure, equipment and technology improvements. As of June 30 2021, most of these goals have been met or exceeded. With strong financial reserves and robust Local Transaction Tax revenues, City Council will have the financial resources necessary to begin implementing the City Council Strategic Goals for fiscal years 2022 through 2027.

Preparation of this report and the corresponding Transparency Town Hall is meant to demonstrate to voters that the City has been responsible and fiscally prudent with Local Transaction Tax funds and has been transparent about the planned use of Local Transaction Tax revenues each year through the budget process.

Local Transaction Tax (Measures “A” and “SF”)

2021 Annual Report

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Appendix A: Deficit Elimination Plan

In FY 2013-2014, the City Council began the development and implementation of a multi-year Deficit Elimination Plan. The goal of the Deficit Elimination Plan was to pay off debt, reduce ongoing expenditures and increase ongoing revenue. Revenues raised through Measure A have been critical to achieving the City’s Deficit Elimination Plan.

The City’s General Fund had been in a deficit fund balance position since Fiscal Year 2010-2011. To address the deficit, the City took a number of steps to stabilize ongoing finances, including reducing programs and services, reducing training and professional development opportunities for City staff, implementing layoffs and furloughs, and eliminating vacant positions. Many of these actions were short-term fixes that were necessary to remain solvent, but were not sustainable in the long-term.

In addition to short-term actions identified above, the City took a number of longer-term actions to address the City’s deficit and improve long-term financial stability, including:

- Renegotiated the Fire and Emergency Services contract with the Los Angeles Fire Department to reduce the City’s ongoing annual cost without reducing service (saved more than \$500,000/year).
- Transferred operational and financial responsibility of the San Fernando Regional Pool to the County of Los Angeles through a lease of up to 55 years (saved more than \$500,000/year).
- Reduced retiree health benefits to the statutory minimum for new employees to decrease the City’s retiree health (OPEB) liability (significant long-term savings).
- Sold surplus land and used the land sale proceeds to reduce the General Fund deficit (generated \$1 million in proceeds).
- Developed a five-year General Fund projection to improve long-term decision making.
- Adopted a Development Agreement Ordinance to provide additional tools to increase economic development efforts and diversify the tax base.
- Re-established reserves for the Self-Insurance and Equipment Replacement Funds (more than \$1.5 million in SIF reserve to protect against large lawsuits and \$1.1 million set aside to fund future vehicle replacements).

Local Transaction Tax (Measures “A” and “SF”)

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- Updated user fees, development fees, cost allocation calculations to ensure an appropriate cost recovery for City services (more than \$500,000/year in projected ongoing revenue).
- Updated the City’s long term financial planning policies, including budget, purchasing, debt management, grant management, investment, and reserve policies, with an emphasis on creating long term fiscal sustainability.

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AGENDA REPORT

To: Vice Mayor Mendoza and Councilmembers

From: Mayor Sylvia Ballin

Date: September 20, 2021

Subject: Consideration and Discussion Regarding Smoke-Free Multi-Unit Housing and Other Tobacco Related Policies

RECOMMENDATION:

I recommend that the City Council:

- a. Receive a presentation from Pueblo y Salud, Inc. (PyS) regarding information on educating communities regarding civic participation, public health, culture, and drug, alcohol and tobacco prevention services;
- b. Discuss Smoke-Free Multi-Unit Housing and other tobacco related policies, including consideration of a proposed ordinance provided by PyS and potential ban on the sale of flavored tobacco; and
- c. Provide direction to staff, as applicable.

BACKGROUND:

1. On May 25, 2021, Mayor Ballin requested to agendize an item to a future meeting regarding a presentation by PyS about the benefits associated with a smoke-free housing policy (Attachment "A").
2. On September 3, 2021, PyS attended the Green City/Street and Parkway Tree Ad Hoc committee meeting and presented information regarding the organization's background and purpose, including, but not limited to, assisting cities with recommendations on steps towards enacting tobacco policies relating to Smoke-Free Multi-Unit Housing (Attachment "B")

ANALYSIS:

PyS is an organization serving to improve standards in communities within Los Angeles County with a focus on education, civic participation, public health, culture, and drug/alcohol/tobacco prevention services.

Consideration and Discussion Regarding Smoke-Free Multi-Unit Housing and Other Tobacco Related Policies

Page 2 of 2

Staff Note:

Prior to the onset of the COVID-19 pandemic in March 2020, the Green City Ad Hoc had received a presentation related to a ban on selling flavored tobacco products in the City of San Fernando and a notice to all tobacco retailers had been prepared. However, the notice was not sent and the effort was put on hold with the onset of the COVID-19 pandemic.

On August 28, 2020, Governor Newsom signed SB 793, which banned the sale of flavored tobacco products in California with the exception of hookah tobacco, loose-leaf tobacco, and premium cigars. However, the implementation of SB 793 has been suspended pending the outcome of a referendum to overturn SB 793 that has qualified for the 2022 statewide election.

On September 3, 2021, the Green City/Street and Parkway Trees Ad Hoc also received a presentation from Equality California recommending the City restart the effort to ban the sale of flavored tobacco products locally. Information provided by Equality California is included as Attachment "C." City Council may also discuss the effort to ban the sale of tobacco products under the agenda item as "Other Tobacco Related Policies."

BUDGET IMPACT:

There is no impact to the Fiscal Year 2021-2022 budget by discussing this item. However, a future cost may need to be determined based on City Council direction.

CONCLUSION:

It is recommended that the City Council receive a presentation from PyS on educating communities regarding civic participation, public health, culture, and drug, alcohol and tobacco prevention services; discuss Smoke-Free Multi-Unit Housing and other tobacco related policies, including a potential ban on selling flavored tobacco, and provide direction to staff, as applicable.

ATTACHMENTS:

- A. Agenda Item Request submitted for September 20, 2021 Meeting
- B. Sample smoke-free multi-unit housing ordinance provided by PyS
- C. Sample ordinance to ban sale of flavored tobacco provided by Equality California

From: [Sylvia Ballin](#)
To: [Sandy Logan](#); [Mary Mendoza](#); [Julia Fritz](#); [Julie Fernandez](#)
Cc: [Berenice Jimenez](#); [Aurora Hernandez](#); [Julie Fernandez](#)
Subject: September Agenda Item
Date: Tuesday, May 25, 2021 3:36:17 PM

Please add a Presentation by Ms. Logan on Healthy Lungs for the second meeting in September. I hope the chamber will be open to the public by that date.

Ms. Logan may prefer a different title for the presentation please coordinate with her.

Thank you.

Get [Outlook for iOS](#)

From: Sandy Logan <logan@pys.org>
Sent: Tuesday, May 25, 2021 11:40 AM
To: Sylvia Ballin; Mary Mendoza
Cc: Berenice Jimenez; Aurora Hernandez; Julie Fernandez
Subject: Re: FW: Meeting request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mayor Ballin and Vice Mayor Mendoza,

I hope you are doing well this morning. On behalf of our Healthy Lungs y Vidas Saludables coalition, I wanted to thank you for making time to meet with us yesterday morning.

Secondhand smoke travels through lighting fixtures, cracks in walls, around plumbing, under doors, and in shared heating/ventilation. Drifting smoke outdoors can travel into nearby windows, doors, and ventilation systems. Tobacco smoke exposes users and bystanders to serious health risks, such as lung cancer, cardiovascular disease, asthma attacks, respiratory infections, sudden infant death syndrome, and other conditions.

Our coalition members are excited about the opportunity to present to the entire city council in September 2021. The most important benefit of a smoke-free housing policy is that it enables residents, employees, and other visitors to breathe air free of hazardous secondhand smoke.

Thank you for your dedication to protect the residents of the city of San Fernando.
Respectfully,

Sandy



From: Sandy Logan <logan@pys.org>
Sent: Wednesday, April 21, 2021 11:38:25 AM
To: Sylvia Ballin <SBallin@sfcity.org>
Cc: Berenice Jimenez <jimenez@pys.org>
Subject: Meeting request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mayor Ballin,

I hope you are doing well. I know you are very busy. I am reaching out regarding the opportunity to meet with you via zoom or in-person with our coalition members regarding the health risk surrounding secondhand smoke in multiunit housing. According to the Surgeon General, there is no risk-free level of secondhand smoke exposure; even brief exposure can be harmful to health.

We would like the opportunity to share the local data that we have collected in the City of San Fernando.

Thank you very much for your time.

Sandy

--

Sandy Logan CCPS, ICPS
Community Engagement Coordinator

Smoke-free Multiunit Housing Model Ordinance

Introduction

This Smoke-free Multiunit Housing Model Ordinance was prepared for California cities and counties interested in creating smoke-free multiunit residences by prohibiting smoking on the premises. This 2020 model ordinance builds on the ordinance developed by ChangeLab Solutions and released in 2018. The Public Health Law Center acknowledges the excellent work done by ChangeLab Solutions in creating the original ordinance.

This model ordinance is based on an independent and objective analysis of the relevant law, evidence, and available data, as well as work done for the California Tobacco Control Program. The model offers cities and counties a variety of options to tailor the ordinance to meet local needs. Readers should consider all the evidence and decide for themselves which approach is appropriate for their multiunit housing needs.

Customizing the Ordinance

Context boxes are included throughout the ordinance to explain some key provisions. These boxes are not meant to be included in any final ordinance. A city or county wishing to adopt all or part of this ordinance should keep this in mind and remove the context boxes.

In some instances, blanks (such as []) prompt you to customize the language to fit your community's needs. In other instances, the ordinance offers you a choice of options (such as [choice one / choice two]). Some options are followed by a comment that describes the legal provisions in more detail. A degree of customization is always necessary to make sure the ordinance is consistent with a community's existing laws. Such customization also ensures that communities are using this model ordinance to address local needs and engender health equity.

This ordinance is drafted in the form prescribed by state law for statutory cities. Statutory cities must publish their ordinances — or a summary thereof — in the city's official newspaper before they become effective. Home rule charter cities may have to follow the formatting or other procedural requirements found in their city's charter. Charter cities should consult their charter and their city attorney to ensure that they comply with all charter requirements.

Tips for Using This Model Ordinance

The best possible world is one without the death and health harms associated with tobacco use. Communities differ on their readiness and willingness to adopt certain tobacco control policies that are intended to help make that world a reality. Accordingly, this model ordinance represents a balance between state and federal minimum standards, best public health policy practices, and practicality for city governments in California. This model ordinance contains several policy components that communities may or may not choose to adopt at this time that may go beyond minimum state and federal requirements

While the Public Health Law Center does not lobby, advocate, or directly represent communities, we can provide assistance through our publications and referrals to experts in the field. Education, stakeholder and community engagement, and a strong advocacy plan are

key steps in the adoption of effective tobacco control policies. If a community is unaware of the resources available to it for engaging the community and developing an advocacy plan, or if a city is considering adopting an ordinance and is interested in learning about the range of resources available, please contact the Public Health Law Center. If you have any questions about this ordinance, you can reach us at www.publichealthlawcenter.org.

This publication was prepared by the Public Health Law Center, a nonprofit organization that provides information and legal technical assistance on issues related to public health. The Center does not provide legal representation or advice. The information in this document should not be considered legal advice. This model ordinance was made possible by funds received from Grant Number 19-10229 with the California Department of Public Health, California Tobacco Control Program, and the American Lung Association in California.

AN ORDINANCE OF THE CITY OF SAN FERNANDO PROHIBITING SMOKING IN AND AROUND MULTIUNIT RESIDENCES AND AMENDING THE SAN FERNANDO MUNICIPAL CODE

The City Council of the City of San Fernando does ordain as follows:

SECTION I. [See Appendix A: Findings]

COMMENT: A findings section is important because it provides the evidentiary basis for the proposed commercial tobacco control policies and demonstrates the jurisdiction's reasoning for adopting specific provisions. This findings section reflects language

appropriate for all of the provisions suggested. The findings section is part of the ordinance and legislative record, but it usually does not become codified in the municipal code. An ordinance based on this Model Ordinance should include findings of fact—data, statistics, relevant epidemiological information, for instance—that support the purposes of this ordinance, as well as any legal precedent that directly supports the ordinance. In addition to serving an educational purpose and building support for the ordinance, the findings can also serve a legal purpose. If the ordinance is challenged in court, the findings are an admissible record of the factual determinations made by the legislative body when considering the ordinance. Courts will generally defer to legislative determinations of factual issues, which often influence legal conclusions. A list of findings supporting this Model Ordinance appears in “Appendix A: Findings”. Jurisdictions may select findings from that list to insert here, along with additional findings on local or regional conditions, outcomes, and issues that help make the case for the law.

SECTION II. [Article / Section] of the City of San Fernando Municipal Code is hereby amended to read as follows:

Sec. 1. DEFINITIONS. For the purposes of this [article / chapter] the following definitions

shall govern unless the context clearly requires otherwise:

- (a) "Common Area" means every area of a multiunit residence that residents of more than one unit are entitled to enter or use, including, but not limited to, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.
- (b) "Common interest development" means:
 - (1) A community apartment project as defined in California Civil Code section 4105, or any successor legislation;
 - (2) A condominium project as defined in California Civil Code section 4125, or any successor legislation;
 - (3) A planned development as defined in California Civil Code section 4175, or any successor legislation; and
 - (4) A stock cooperative as defined in California Civil Code section 4190, or any successor legislation.
- (c) "Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.
- (d) "Home owners' association" or "HOA" means an organization or entity established for the purpose of managing or maintaining a common interest development. A homeowners' association shall also mean "association" as defined in California Civil Code section 4080, or any successor legislation.
- (e) "Landlord" means any person or agent of a person who owns, manages, or is otherwise legally responsible for a unit in a multiunit residence that is leased to a residential tenant. For purposes of this ordinance, a tenant who sublets their unit (e.g., a sublessor) is not a landlord.
- (f) "Multiunit Residence" means property containing two or more units, including, but not limited to, apartment buildings, common interest developments, senior and assisted living facilities, and long-term health care facilities. [Multiunit Residences do not include the following:
 - (1) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
 - (2) a mobile home park;

(3) a campground;

(4) a marina or port;

(5) a single-family home, except if used as a health care facility subject to licensing requirements; and

(6) a single-family home with an accessory dwelling unit or second unit permitted pursuant to California Government Code sections 65852.1, 65852.2, or 65852.22 or an ordinance of the City adopted pursuant to those sections, except where the accessory dwelling unit or second unit is rented or is used as a health care facility subject to licensing requirements.]

COMMENT: This definition is used in conjunction with the definition of unit in this Model Ordinance, which makes clear that this term is limited to dwelling spaces.

Because the definition of unit in this ordinance is very broad, a community may want to limit the types of dwelling places covered by the smoke-free housing ordinance. Hotels and motels are included in the list of optional exemptions because many communities regulate smoking in these facilities using a smoke-free workplace ordinance, but there is no legal reason hotels and motels could not be made completely smoke-free using this model ordinance.

Single-family residences are suggested as an exemption because the definition of unit in this ordinance includes individual bedrooms in a single-family home. Thus, a two-bedroom free-standing house would be a multiunit residence per the definitions in this ordinance, unless the exemption is included. With the new accessory dwelling unit (ADU) law taking effect Jan. 1, 2020, the optional language would make clear that the ordinance only applies to ADUs where they are rented or used as a licensed health care facility.

Note that the definition of multiunit residence without any exemptions includes the following types of dwelling places: apartments, condominium projects, townhomes, stock cooperatives, and co-housing; affordable housing (for seniors, disabled tenants, Section 8, etc.); long-term health care facilities, assisted living facilities, hospitals, and family support facilities; hotels, motels, single-room occupancy facilities, dormitories, and homeless shelters; mobile home parks, campgrounds, marinas, and ports; as well as single-family homes and single-family homes with an in-law unit.

The U.S. Department of Housing and Urban Development requires public housing agencies to adopt a policy prohibiting smoking in all indoor areas, including residential units, and outside spaces within 25 feet of indoor areas.

(g) "New Unit" means a unit that is issued a [certificate of occupancy / final inspection] after [insert effective date of ordinance] and any unit that is let for residential use for the first time after [insert effective date of ordinance].

(hg) "Nonsmoking Area" means any area in which smoking is prohibited by

(1) this [chapter / article] or other law;

(2) binding agreement relating to the ownership, occupancy, or use of real property; or

(3) a person with legal control over the area.

(ih) “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity, including government agencies.

(ii) “Smoking” means:

- 1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic;
- 2) carrying any lighted, heated, or activated tobacco, nicotine, marijuana, or plant product, whether natural or synthetic, intended for inhalation; or
- 3) using an “electronic smoking device.”

[Smoking does not include the use of traditional, sacred tobacco as part of an Indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.]

COMMENT: Some smoke-free policies provide exceptions for traditional, ceremonial, and sacred uses of tobacco practiced by some tribal communities, while prohibiting the use of commercial tobacco. If you would like more information about this topic, please visit keepitsacred.org.

(kj) “Unit” means a personal dwelling space, even one lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use area, such as a private balcony, porch, deck, or patio. “Unit” includes, without limitation, an apartment; a condominium; a townhouse; a room in a senior facility; a room in a long-term health care facility, assisted living facility, community care facility, or hospital; a room in a hotel or motel; a dormitory room; a room in a single-room occupancy facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an accessory dwelling unit or second unit. Unit includes, without limitation, a New Unit.

Sec. 2. SMOKING RESTRICTIONS

(a) Effective 90 days from [effective date], smoking is prohibited anywhere on the premises of a multiunit residence, including new units, common areas, and other outdoor areas.

(b) On or after [effective date of ordinance + 1 year], smoking is prohibited in a unit of a multiunit residence that is not a new unit.

(c) No person with legal control over any multiunit residence shall permit smoking anywhere on the premises of the multiunit residence.

COMMENT: The strongest approach from a public health standpoint is to prohibit smoking anywhere on the premises. However, if a jurisdiction wants to allow some outdoor smoking, the narrowest way to do so would be to include a designated smoking area (DSA). Again, from a public health standpoint, the preferable approach would be to allow on the premises only one DSA that is required to be at least 25 feet from interior areas and from areas frequented by children. Here is sample language that would allow this:

Replace the current subsection Sec. 2 (b) with the following new subsections:

(b) Notwithstanding subsection (a), smoking is permitted in designated smoking areas if they meet the following conditions:

- (1) Must not be an enclosed area;
- (2) Must be at least twenty-five (25) feet from any:
 - (A) outdoor recreation area such as a tennis court, swimming pool, and picnic area; or
 - (B) outdoor area primarily used by children such as a playground;
- (3) Must have a clearly marked perimeter; and
- (4) Must be identified by conspicuous signs.

(c) No person with legal control over any nonsmoking area of a multiunit residence shall permit smoking in the nonsmoking area, except as provided in subsection (b).

Insert as new subsection (d) in Sec. 1 (Definitions):

(d) "Enclosed area" means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

If limiting outdoor smoking to one DSA is not feasible, the next most protective approach would be to follow the Department of Housing & Urban Development's approach and include a 25-foot "buffer zone." Please contact the Public Health Law Center for more information on this approach.

COMMENT: This model ordinance includes a 90-day phase-in of the smoke-free requirement to allow time for public officials to educate tenants and management about the requirements of the

ordinance. Some smoke-free multiunit housing ordinances allow current leases to expire before the smoke-free requirements take effect in those units. We believe this approach is not necessary since lease provisions cannot conflict with local laws.

COMMENT: Note that CA Labor Code Sec. 6404.5, which prohibits smoking in places of employment, exempts private residences in Sec. 6404.5(e)(6). Local jurisdictions are able to impose more restrictions on smoking than state law, but if a jurisdiction has incorporated Sec. 6404.5 and the decision is made to have this ordinance apply to residential private property rentals, then consider adding the following sentence to the above subsection (a):

“This section applies notwithstanding [citation to local incorporation of Sec. 6404.5(e)(6)].”

(~~de~~) No person with legal control over a common area in which smoking is prohibited by this [chapter / article] or other law shall knowingly permit the presence of ashtrays, ashcans, or other receptacles designed for or primarily used for disposal of smoking waste within the area.

Sec. 3. REQUIRED AND IMPLIED LEASE TERMS FOR ALL NEW AND EXISTING UNITS IN MULTIUNIT RESIDENCES.

COMMENT: This section requires that smoking restrictions be included in a lease for the rental of a unit in any type of multiunit residence (e.g., an apartment building, common interest development, or single-room occupancy facility).

By including these provisions in lease agreements, smoking becomes a violation of both the lease and the local ordinance. Thus, landlords may enforce the smoking lease terms just like any other condition in the rental agreement. Further, by including the “third-party beneficiary” provision, other residents of the multiunit residence can enforce a lease’s smoking restrictions.

(a) After *[effective date]*, every lease or other rental agreement for the occupancy of a unit in a multiunit residence entered into, renewed, or continued month to month shall be amended to include the following provisions:

(1) A clause providing that as of *[effective date + 90 days]*, it is a material breach of the agreement to smoke or allow smoking:

(A) in the unit, including exclusive-use areas such as balconies, porches, or patios; and

(B) in any common area of the multiunit residence *[other than a designated smoking area]*.

SAMPLE LANGUAGE: The bracketed language above and in the sample language below regarding DSAs is to be included if a building has a DSA.

“Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant’s household have been designated as a smoke-free living environment. As of *[effective date + 90 days]*, tenant, members of tenant’s household, and any guests under control of the tenant will not smoke anywhere:

- a) In the unit rented by tenant, including any associated balconies, decks, or patios;
- b) In the common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or
- c) On the outdoor grounds of the property, *[other than a designated smoking area,]* including, but not limited to, entryways, playgrounds, pool areas, walking paths, or sitting areas.

“Tenant acknowledges that a breach of the smoke-free policy may render tenant liable to landlord for the costs to repair tenant’s unit due to damage from smoke odors or residue. A breach of the smoke-free policy is a breach of the lease and grounds for immediate enforcement action, including potential termination of the lease by the landlord.

“Tenant will inform tenant’s guests of the smoke-free policy. Tenant will also promptly give landlord a written statement of any incident where tenant observes smoking not allowed by this policy or believes smoke is migrating into the tenant’s unit from sources outside the tenant’s unit.”

- (C) A clause providing that it is a material breach of the agreement for tenant to violate any law regulating smoking while anywhere on the property, or to knowingly and intentionally allow any other person subject to the control of the tenant to engage in such behavior.

SAMPLE LANGUAGE: “It is a material breach of this agreement for tenant to violate any law regulating smoking while anywhere on the property. Moreover, it is a material breach of this agreement for tenant to knowingly or intentionally allow any other person subject to the control of the tenant to violate any law regulating smoking while anywhere on the property.”

- (D) A clause expressly conveying third-party beneficiary status to all occupants of the multiunit residence as to the smoking provisions of the lease or other rental agreement.

SAMPLE LANGUAGE: “Tenant agrees that other tenants of the rental community are third-party beneficiaries of tenant’s smoke-free policy agreement with landlord. A tenant may sue another tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another tenant. Any lawsuit between tenants does not create a presumption that the landlord breached this lease.”

- (b) Whether or not a landlord complies with subsection (a) above, the clauses required by those subsections shall be implied and incorporated by law into every agreement to which subsection (a) applies as of *[effective date + 90 days]*.
- (c) A tenant who breaches, or knowingly and intentionally allows any other person subject to the control of the tenant to breach, a smoking provision of a lease or other rental agreement for the occupancy of a unit in a multiunit residence shall be liable for the breach to (i) the landlord; and (ii) any occupant of the multiunit residence who is exposed to smoke or who suffers damages as a result of the breach.
- (d) Failure to enforce any smoking provision required by this [article / chapter] shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself.

COMMENT: This is a technical legal provision designed to prevent a court from inferring a permanent waiver of a smoking-related provision from a pattern of lax enforcement.

Sec. [____ (*4)]. REQUIREMENTS FOR RENTAL PROPERTIES.

The following requirements apply to multiunit residences other than units in a common interest development that are not being rented:

- (a) On or before *[effective date + ~~90 days~~6 months]*, every landlord shall deliver to each unit a copy of this [article / chapter] and a written notice clearly stating:
 - (1) All units are designated nonsmoking units and smoking is prohibited in a unit, including any associated private balcony, porch, deck, or patio, as of *[effective date + ~~90 days~~1 year]*; and
 - (2) Smoking in all common areas or outdoor areas~~[, except for specifically designated smoking areas.]~~ is a violation of [this chapter / article] as of *[effective date + 90 days]*.
- (b) As of *[effective date]*, every landlord shall provide prospective tenants with written notice clearly stating that:
 - (1) Smoking is prohibited in units, including any associated private balcony, porch, deck, or patio, as of *[effective date + 90 days]*; and

(2) Smoking is prohibited in all common areas and outdoor areas [, except for specifically designated smoking areas,] as of [*effective date + 90 days*].

(c) As of [*effective date + 90 days*], the person or persons with legal control over common areas shall post and maintain clear and unambiguous “No Smoking” signs at entrances and exits, in common areas, and in conspicuous places adjoining the property grounds. In addition, as of [*effective date + ~~90 days~~ 1 year*], the person or persons with legal control over the multiunit residence shall post and maintain signs in sufficient numbers and locations in the multiunit residence to indicate that smoking is prohibited in all units. The absence of signs shall not be a defense to a violation of any provision of this [article / chapter]. “No Smoking” signs are not required inside or on doorways of units [, except for hotels or motels that meet the criteria listed in California Civil Code section 1940, subdivision (b)(2).].

COMMENT: If your community excludes hotels and motels from the definition of multiunit residences (Section *1 Definitions), then do not include the optional underlined text in the last sentence.

(d) Landlords with knowledge of violations shall take reasonable steps to investigate and enforce the regulations, including a written notice to the resident of the landlord’s knowledge of the violation, a request to cease the violation, and the course of action to be taken if the violation is not corrected. [The landlord shall also provide resources provided for free by the city to assist with nicotine dependence, such as referrals to quitline or online resources.]

Sec. [____ (*5)]. REQUIREMENTS FOR COMMON INTEREST DEVELOPMENTS.

The following requirements apply to common interest developments:

(a) On or before [*effective date + ~~90 days~~ 6 months*], the HOA shall provide to all owners of units a copy of this [article/ chapter] and written notice clearly stating that:

(1) Smoking is prohibited in units, including any associated private balcony, porch, deck, or patio, as of [*effective date + ~~90 days~~ 1 year*]; and

(2) Smoking is prohibited in all common areas and outdoor areas [, except for specifically designated smoking areas,] as of [*effective date + 90 days*].

(b) As of [effective date] every seller of a unit shall provide prospective buyers or renters, a copy of this [article/ chapter] and written notice clearly stating that:

(1) Smoking is prohibited in units, including any associated private balcony, porch, deck, or patio, as of [effective date + 90 days]; and

(2) Smoking is prohibited in all common areas and outdoor areas [, except for specifically designated smoking areas,] as of [effective date + 90 days].

(c) As of [effective date + 90 days], the HOA, or any person having legal ownership or control over common areas, shall post and maintain clear and unambiguous "No Smoking" signs in sufficient numbers and locations in the common interest development to make it obvious to a reasonable person that smoking is prohibited throughout the common interest development. The absence of signs shall not be a defense to a violation of any provision of this chapter.

(d) HOAs with knowledge of violations shall take reasonable steps to investigate and enforce the regulations, including a written notice to the resident of the HOA's knowledge of the violation, a request to cease the violation, and the course of action to be taken if the violation is not corrected. [The HOA shall also distribute resources provided for free by the City to assist with nicotine dependence, such as referrals to quitline or online resources].

Sec. [____ (*5)]. NUISANCE; OTHER

(a) The provisions of this [article / chapter] shall be liberally construed to protect the public health to the maximum effect possible. Notwithstanding (i) any provision of this [article / chapter] or of this code, (ii) any failure by any person to restrict smoking under this [article / chapter], or (iii) any explicit or implicit provision of this code that allows smoking in any place, nothing in this code shall be interpreted to limit any person's legal rights under other laws with regard to smoking, including rights in nuisance, trespass, property damage, and personal injury or other legal or equitable principles.

COMMENT: The subsection spells out that the intent of this ordinance is to create new smoke-free areas and enhance the right of nonsmokers to smoke-free environments. This ordinance does not provide smokers with any "safe harbors" from existing laws that might already impose potential liability for smoking.

(b) Any violation of this [article / chapter] is hereby declared to be a public nuisance.

COMMENT: By expressly declaring that a violation of this ordinance is a nuisance, this provision allows enforcement of the ordinance by the city or county via the administrative nuisance abatement procedures and penalties commonly found in municipal codes. The jurisdiction may want to cross-reference its nuisance code with this section to ensure consistency.

- (c) Nonconsensual exposure to smoke from smoking occurring on or drifting into [residential] property is a nuisance.

COMMENT: The declaration in subsection (b) that smoking is a nuisance extends far beyond the residential context, unless limited by including the optional language in brackets. Once smoking is declared a nuisance, nuisance abatement laws can be used to address smoke around doorways, at businesses, in public venues, and anywhere else it may occur. However, declaring smoking a nuisance is particularly helpful in the housing context because it eliminates the need to prove that some particular level of exposure has occurred and that such exposure is an unjustified intrusion or hazard.

California Government Code section 38771 explicitly authorizes cities to declare nuisances by ordinance. Counties may declare a nuisance pursuant to the broad police power set forth in the California Constitution, article XI, section 7.

Sec. [____ (*8)]. PENALTIES AND ENFORCEMENT.

COMMENT: Enforcement of smoke-free multiunit housing policies should balance the goal of protecting residents from secondhand smoke exposure with the goal of ensuring housing stability for all residents. Several factors should be considered in this balance, such as the likely effectiveness of enforcement; equity (balancing the public health benefits of smoke-free housing policies with the risks of housing instability and associated health harms or negative social outcomes posed by different enforcement mechanisms); and the process of enforcement. Criminal and monetary administrative penalties can carry significant risks of discriminatory enforcement, financial hardship, and housing instability for residents. In the context of housing, another concern is the prospect of unintended criminal, immigration, and Due Process consequences as a result of potential increased interactions with law enforcement.

Another consideration for such criminal charges and penalties is how the criminal process may trigger a probation or parole violation or similar significant ripple effect in the residents' interaction with the justice system. Increased involvement with the criminal justice system could lead to more severe criminal sanctions, and possible incarceration. In turn, these criminal sanctions could jeopardize the individual's housing, benefits, education, and employment. These risks should be carefully weighed by the municipality as policymakers consider whether to include criminal and monetary penalties and how to structure those penalties.

For these reasons, the enforcement provisions in this model policy do not include criminal sanctions, and focus primary responsibility for enforcement on landlords and HOAs as the managers of such properties by holding them accountable with appropriate civil penalties for any failure to enforce the rules required under this law. Penalties for individual residents are limited to violations that include harassment or retaliation for seeking enforcement of the law.

The following provisions are designed to offer several enforcement options to the jurisdiction and residents. While not all enforcement mechanisms may be pursued, allowing multiple enforcement mechanisms in the ordinance may increase the likelihood of compliance, enforcement, and, in turn, protections from second and third-hand smoke.

- (a) The remedies provided by this [article / chapter] are cumulative and in addition to any other remedies available at law or in equity.
- (b) Any person exposed to secondhand smoke as a result of a violation of this [article / chapter] may initiate enforcement of this [article/chapter] by registering a complaint with the [City Manager], or his or her designee.
- (c) Enforcement of this chapter shall be the responsibility of [department of housing inspections/public health/other]. In addition, any code enforcement official may enforce this chapter.
- (d) Landlords or HOAs found to have violated this [article/chapter] are subject to a civil fine not less than [two hundred fifty dollars (\$250)] and not exceeding [one thousand dollars (\$1,000)] per violation.

COMMENT: This provision provides civil fines for violating the ordinance. It requires that a traditional civil suit be filed by the city or county (possibly in small claims court). The fine amounts can be adjusted but cannot exceed \$1,000 per violation. (See California Government Code section 36901.)

- (e) No person shall intimidate, harass, or otherwise retaliate against any person who seeks compliance with this [article/chapter]. Any person in violation of this subsection is subject to a civil fine not less than [two hundred fifty dollars (\$250)] and not exceeding [one thousand dollars (\$1,000)] per violation.

COMMENT: This subsection allows penalties for any person who intimidates, harasses, or otherwise retaliates for persons seeking compliance with this ordinance. These fines may be too steep for some residents, which could put their housing stability in jeopardy. Community service may be provided as an alternative option. The following language could be added to this paragraph: "Residents of the multiunit residence in violation of this subsection may be subject to community service as an alternative to a civil fine."

- (f) In addition to other remedies provided by this [article/chapter] or otherwise available at law or in equity, any violation of this [article/chapter] may be remedied by a civil action brought by the [City Attorney], including, without limitation, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

COMMENT: It is common to provide that the local government's lawyers may go to court to seek injunctions and other penalties in addition to fines. The express provision for injunctive relief lowers the showing required to obtain a preliminary or permanent injunction.

A public agency should think carefully about the nuisance abatement procedure it chooses in enforcing this ordinance after it is adopted. A local government may provide for treble damages for the second or subsequent nuisance abatement judgment within a two-year period, as long as the ordinance is enacted pursuant to Government Code section 38773.7. Treble damages are not available, however, under the alternative nuisance abatement procedures in Government Code section 38773.1 and Health & Safety Code section 17980. Government Code section 38773.5 establishes a procedure for nuisance abatement where the cost of the abatement can be collected via the property tax roll as a special assessment against the property on which the violation occurs.

- (g) Any person may bring a civil action to enforce this [article/chapter] to prevent future violations and may sue to recover actual or statutory damages, including court costs, and attorney fees.

SECTION III. CONSTRUCTION, SEVERABILITY.

It is the intent of the City Council of the City of San Fernando to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of San Fernando hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

APPENDIX A: FINDINGS

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide,¹ including nearly half a million people who die prematurely from smoking in the United States alone;²
- Tobacco use can cause disease in nearly all organs of the body and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths, in the United States;²
- 5.6 million of today's Americans who are younger than 18 are projected to die prematurely from a smoking-related illness;² and
- The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly \$300 billion annually.²

WHEREAS, tobacco use is the number one cause of preventable death in California² and continues to be an urgent public health issue, as evidenced by the following:

- An estimated 40,000 California adults die from smoking annually;²
- Each year, smoking costs California an estimated \$13.3 billion in direct health care expenses, \$3.6 billion in Medicaid costs, and \$10.4 billion in productivity losses;³
- Research indicates that more than 25% of all adult cancer deaths in California are attributable to smoking;⁴ and
- **[insert local tobacco toll data if available.]**

WHEREAS, significant disparities in tobacco use exist in California which create barriers to health equity,⁵ as evidenced by the following:

- African American (17%) and American Indian (19.1%) Californians report a higher smoking prevalence than white Californians (11.8%);⁶
- The American Indian population in California reports the highest cigarette smoking rate among adults; and American Indian youth report the highest rate of smoking among high school students;⁶
- Californians with the highest levels of educational attainment and annual household income report the lowest smoking rates;⁶
- Those who identify as lesbian, gay, bisexual, or transgender in California report

smoking at higher rates than those who do not;⁶

- Californians who live in multiunit housing report smoking cigarettes at a higher rate (13.1%) than those who live in a house;⁶
- Californians who reported experiencing psychological distress in the preceding month smoked at a rate far higher (26.7%) than the average statewide smoking rate (11.0%);⁶ and
- **[insert local data if available.]**

WHEREAS, secondhand smoke has repeatedly been identified as a health hazard, as evidenced by the following:

- In 2006, the U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;⁷
- In 2006, the California Air Resources Board identified secondhand smoke as a toxic air contaminant, in the same category as the most toxic automotive and industrial air pollutants, and a serious health threat for which there is no safe level of exposure;^{8,9}
- In 2006, the California Environmental Protection Agency added secondhand smoke to the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;¹⁰
- The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) finds that acceptable indoor air quality in multiunit housing requires the absence of secondhand smoke, cannabis smoke, and aerosol from electronic smoking devices;¹¹
- The American Heart Association and the American Lung Association recommend all adults and children be protected from secondhand smoke in multiunit housing;^{12,13}

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke;²
- Secondhand smoke was responsible for an estimated 34,000 heart disease-related and 7,300 lung cancer-related deaths among adult nonsmokers each year during 2005-2009 in the United States;²
- Research indicates that exposure to secondhand smoke increases the risk of

coronary heart disease by 25% to 30% and increases the risk of stroke by 20% to 30%;^{2,14}

- Secondhand smoke kills more than 400 infants every year;¹⁵

WHEREAS, electronic smoking device aerosol may be considered a health hazard, as evidenced by the following:

- Research has found at least twelve chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm,^{10,16,17} such as formaldehyde, acetaldehyde, lead, nickel, chromium, arsenic, and toluene;^{17,18}
- Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke;^{17,19-21}
- Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and poses a risk to human health;^{17,19,21-27}
- Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences is a serious concern;^{17,19,28,29}
- Indoor air and health authorities, including the U.S. Surgeon General, American Society of Heating Refrigerating and Air Conditioning Engineers, and the State of California Tobacco Education and Research Oversight Committee (TEROC) all support inclusion of electronic smoking devices in regulations of smoking and other tobacco product use;^{11,19,30,31}

WHEREAS, secondhand cannabis smoke has been identified as a health hazard, as evidenced by the following:

- The California Environmental Protection Agency includes cannabis smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer;^{10,32}
- Cannabis smoke contains at least 33 known carcinogens;³²
- In one study, exposure to cannabis smoke in an unventilated setting resulted in detectable levels of cannabinoids in non-smoker participants' blood and urine, and participants experienced minor increases in heart rate and impaired cognitive performance;³³ and
- A recent systematic review of the literature concluded that secondhand exposure to cannabis smoke leads to cannabinoid metabolites in bodily fluids and individuals

experiencing self-reported psychoactive effects;³⁴

WHEREAS, nonsmokers who live in multiunit dwellings can be exposed to neighbors' secondhand smoke, as evidenced by the following:

- Research demonstrates that secondhand smoke in multiunit housing can and does transfer between units, seeping into smoke-free areas from areas where smoking occurs;³⁵
- Residents of multiunit housing have higher levels of cotinine (a biomarker for nicotine) in their blood and saliva than those living in detached houses;³⁶
- Among children who live in homes in which no one smokes indoors, those who live in multiunit housing have 45% higher cotinine levels than children who live in detached houses;^{36,37}
- Twelve studies have found between 26% and 64% of residents of multiunit housing report secondhand smoke drifting into their home;³⁶
- Surveys have found that 65% to 90% of multiunit housing residents who experience secondhand smoke in their home are bothered by it,³⁶ and a 2019–2020 survey documented variations in secondhand smoke source among multiunit housing residents in Los Angeles County, who reported secondhand smoke exposure from tobacco (39%), marijuana (36%), and e-cigarettes (9%);³⁸
- Between 44.0% and 46.2% of Californians living in multiunit housing with personal smoke-free home policies are exposed to secondhand smoke in their home;³⁹

WHEREAS, harmful residues from tobacco smoke can be absorbed by and cling to virtually all indoor surfaces long after smoking has stopped and then be emitted back into the air, making this “thirdhand smoke” a potential health hazard, as evidenced by the following:

- Thirdhand smoke contains carcinogenic materials that accumulate over time, presenting a health hazard long after the initial smoke is gone;^{40,41}
- Studies consistently find that thirdhand smoke remains months after nonsmokers have moved into units where smokers previously lived,⁴² and a recent study documents that it can remain in units for years;⁴³
- Human exposure to these thirdhand smoke carcinogens can occur through inhalation, ingestion, or skin absorption through contact with carpeting, furnishings, or clothing;⁴⁴
- Thirdhand smoke potentially poses the greatest danger to infants and toddlers, who crawl on rugs and furnishings and place household items in their mouths;⁴⁴

- Nonsmoking people who are exposed to thirdhand smoke have significantly higher nicotine and cotinine levels than those who have not been exposed to thirdhand smoke;⁴²
- Research has shown that thirdhand smoke damages human cellular DNA^{45,46} and is carcinogenic at exposure levels relevant to residents of multiunit housing;⁴⁶

WHEREAS, smoking is a leading cause of fire-related injury and death,⁴⁷ and contributes to health inequities, as evidenced by the following:

- During 2012–2016, U.S. fire departments responded to an estimated 18,100 smoking-related structure fires, which resulted in an estimated 1,130 injuries, 590 deaths, and \$476 million in direct property damage;⁴⁸
- During 2012–2016, smoking materials caused 5% of reported home fires, 23% of home fire deaths, 10% of home fire injuries, and 7% of the direct property damage from home fires;⁴⁸
- African American males and American Indian males have the highest mortality rates for fire-related deaths; altogether, African Americans accounted for 19% of all fire-related deaths in 2017, but made up only 13% of the U.S. population;⁴⁷
- Elderly people 85 or older have the highest fire death rate, and the risk of dying from smoking-related fires increases with age;⁴⁷
- **[Insert local fire data, if available]**

WHEREAS, an estimated 28% of Californians (or 7.3 million people) live in multiunit housing;⁴⁹

WHEREAS, the U.S. Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure; and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;⁷

WHEREAS, smoke-free housing policies resulted in a 24% reduction in self-reported exposure to secondhand smoke exposure among racially and ethnically diverse seniors living in low-income multiunit housing properties;⁵⁰

WHEREAS, several studies have confirmed that smoke-free multiunit housing policies are an effective method to reduce secondhand smoke exposure in multiunit housing;⁵⁰⁻⁵²

WHEREAS, secondhand smoke exposure occurs more often in multiunit housing compared to separate, single-unit housing;^{49,53,54} and therefore contributes to tobacco-related health inequities. For example, in California, when compared with adults who live in single-family houses, adults who live in multiunit housing are more likely to be:

- People of color (62.9% of residents of multiunit homes versus 49.6% of residents of single-family houses);⁴⁹
- Lower-income or below the poverty line (46.8% versus 27.0%);⁴⁹
- Lacking a high school diploma (21.4% versus 14.8%);⁴⁹
- Current smokers (17.5% versus 13.2%);⁴⁹ as well as
- Uninsured (23.4% versus 14.2%);⁴⁹

WHEREAS, secondhand smoke in multiunit housing is a significant threat to the health and safety of California children, as evidenced by the following:

- About a quarter of those who live in multiunit housing (25.2%) are under the age of 18;³⁹
- The home is the primary source of secondhand smoke for children;¹⁵
- A national survey found that 56.4% of U.S. youth living in apartment units in which no one smokes have elevated blood cotinine levels above 0.05 ng/mL, indicating they have been exposed to potentially dangerous levels of secondhand smoke;³⁷
- The same survey also found that children who live in homes in which no one smokes indoors have 45% higher cotinine levels if they live in apartments compared with detached homes;³⁷

WHEREAS, research consistently demonstrates that a majority of multiunit housing residents, including a large portion of smokers, supports smoke-free policies in multiunit residences,^{36,55,56} and that support is even greater among residents with children;⁵⁶

WHEREAS, research demonstrates that a majority of adults supports smoke-free policies in multiunit residences, as evidenced by the following:

- 73.7% of U.S. adults surveyed favor smoke-free public housing;⁵⁷
- 65% of Californians surveyed favor restricting smoking inside apartment units;⁵⁸
- **[Insert local support data, if available]**

WHEREAS, there are significant savings from adopting a smoke-free multiunit housing policy, as evidenced by the following:

- Prior to implementation, the U.S. Department of Housing and Urban Development's smoke-free public housing policy was conservatively estimated to produce an annual savings of 4 to 8 million dollars a year for U.S. public housing authorities in renovation-related costs,⁵⁹ and 30 to 109 million dollars per year in health care costs in California alone;⁶⁰
- Implementing statewide smoke-free policies in multiunit housing property would save property owners in California an estimated \$18.1 million in renovation expenses each year;⁶¹

WHEREAS, in 2016 the United States Department of Housing and Urban Development issued a final rule requiring all public housing agencies to adopt smoke-free policies to protect residents from secondhand smoke exposure effective February 2017;⁶²

WHEREAS, children, low-income tenants of public housing, and members of racial and ethnic minority groups are disproportionately exposed to secondhand smoke; and smoke-free housing policies have shown potential to reduce exposure in these populations;^{63,64}

WHEREAS, California state law allows local governments to adopt ordinances that permit residential rental agreements to prohibit smoking tobacco products within rental units;⁶⁵

WHEREAS, more than 140 California cities and counties have adopted smoke-free multiunit housing ordinances;⁶

WHEREAS, there is no Constitutional right to smoke;⁶⁶

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance;⁶⁷

WHEREAS, local governments have broad latitude to declare nuisances and are not constrained by prior definitions of nuisance;^{67,68}

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around nontobacco users; by protecting children from exposure to smoking where they live and play; and by protecting the public from nonconsensual exposure to secondhand smoke in and around their homes.

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Smokefree Housing Ordinance Checklist

The provisions listed below are part of ChangeLab Solutions' *Smokefree Housing Model Ordinance*. By creating nonsmoking living environments in multiunit residences, communities can provide an opportunity for everyone to live smokefree, regardless of economic means, race, or ethnicity. [Contact us](#) for help drafting an ordinance for your community.

POLICY OPTIONS

What Types of Multiunit Residences are Smokefree?

(See Model Ordinance Section 1: Definitions of "Multiunit Residence" and "Unit")

All types of property containing two or more units, including the following:

- | | |
|--|---|
| <input type="checkbox"/> Apartments | <input type="checkbox"/> Single-resident occupancy hotels and homeless shelters |
| <input type="checkbox"/> Condominiums | <input type="checkbox"/> Long-term health care facilities |
| <input type="checkbox"/> Senior housing and assisted living facilities | <input type="checkbox"/> Dormitories |

Optional Exceptions: The definition of "Unit" in the Model Ordinance is broad. A community can exclude some types of dwelling places:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Hotels and Motels | <input type="checkbox"/> Campgrounds |
| <input type="checkbox"/> Mobile Home Parks | <input type="checkbox"/> Marinas |
| <input type="checkbox"/> Single-family homes, except if used as child care or health care facilities | |
| <input type="checkbox"/> Single-family homes with in-law or auxiliary dwelling units | |

What Types of Smoking are Regulated? (See Model Ordinance Section 1: Definitions of "Smoke" and "Smoking")

- ☐ Tobacco products, including cigars, cigarettes, and electronic smoking devices
- ☐ Cannabis, medicinal and/or adult-use

What Areas of Multiunit Residences are Smokefree?

(See Model Ordinance Section 2: Smoking Restrictions in New and Existing Units of Multiunit Residences)

- ☐ 100% of units covered by the ordinance (see above)
 - ☐ New units – units constructed after the ordinance is passed
 - ☐ Existing units – units that are already built and occupied when the ordinance is adopted
 - ☐ Recommended: A phase-in period (up to one year) for existing units to become smokefree
- ☐ Patios, decks, balconies, and porches associated with all individual units
- ☐ Outdoor buffer zones within 25 feet of multiunit residence doorways and windows
(See Model Ordinance Section 4: Nonsmoking Buffer Zones)
- ☐ Indoor common areas, such as hallways, stairwells, lobbies, etc. (Note: California Labor Code section 6404.5 already prohibits smoking in indoor common areas if the multiunit residence has employees, such as maintenance workers, property managers, or others, who work in those areas.)
- ☐ Outdoor common areas, such as courtyards, parking areas, pools, etc.
 - ☐ *Optional:* Create designated outdoor smoking areas meeting specific criteria (See Model Ordinance Section 3: No Smoking Permitted in Common Areas Except in Designated Smoking Areas)

Additional Provisions

- ☐ Require landlords to include no-smoking lease terms in rental agreements
(See Model Ordinance Section 5: Required and Implied Lease Terms)
 - ☐ A "third-party beneficiary" provision enables other residents to enforce a lease's smoking restrictions
- ☐ Require landlords to alert tenants to the new smokefree requirements (required by law)
(See Model Ordinance Section 6: Notice and Signage Requirements)
- ☐ Declare drifting secondhand smoke a nuisance – everywhere or just in residential settings
(See Model Ordinance Section 7: Nuisance; Other)

Enforcement Options (See Model Ordinance Section 8: Penalties and Enforcement)

- ☐ Make violations of the ordinance an infraction with a fixed fine amount (cannot exceed \$100 for first violation)
- ☐ Authorize the city/county to bring lawsuits to collect civil fines for violations of the ordinance
- ☐ Declare that violations of the ordinance constitute a nuisance
- ☐ Allow private citizens to seek an injunction (an order to stop violations) and/or money damages against individuals who violate the ordinance



EQUALITY CALIFORNIA

ATTACHMENT "C"

San Fernando City Council
City Hall
17 N Macneil St
San Fernando, CA 91340

Honorable City Council Members,

Some of the most well-known statistics surrounding tobacco use focuses on Big Tobacco's targeted marketing to marginalized communities (Black, Latinx, LGBTQ+, and women) and young people when it comes to flavored tobacco use. Less well known are the effects of these flavors coupled with tobacco on the human body. In this letter we have curated some of the most significant findings of the last decade regarding the impact of tobacco product flavor additives on public health.

We have provided a summary of the findings from each publication. Some of these findings detail the impact that tobacco has on Latino/a/e communities, including that more than 23% of Latino/a/e high schoolers and 13% of middle schools use flavored tobacco products. In addition, tobacco use remains the single largest cause of preventable premature death in Latino/a/e communities. Please contact us if you would like pdf files of any of the articles listed.

We appreciate your continued time and consideration in addressing the impact of flavored tobacco products on the lives of those within each of your districts, especially those who are disproportionality affected using flavored products. Big Tobacco has historically preyed upon communities of color, preyed upon the LGBTQ+ community, and targeted youth and young adults to replace a dying customer base. Many emerging tobacco products have not undergone product safety review by the FDA, including e-cigarettes and oral use products like ZYN. This means that Big Tobacco has been marketing to our young people and marginalized communities leading to an environment where these communities are essentially test subjects for the safety and health impact of these products. It is imperative that evidence against flavorings be considered when weighing whether to address a clear and present public health crisis that is costing lives; LGBTQ+ lives, Black lives, Latino/a/e lives.

Sincerely,

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Overview of notable research findings:

1. Truth Initiative. Tobacco use in the Hispanic/Latino American Community; May 2020; <https://truthinitiative.org/research-resources/targeted-communities/tobacco-use-hispaniclatino-american-community>

Latino/a/e youth begin using flavored tobacco products as early as **Middle School**, with more than 13% of Latino/a/e middle school students and more than 23% of Latino/a/e high schoolers using flavored tobacco products. Tobacco use is also highest among US-born Latino/a/e's and higher in Latino men.

2. Harrell, B. Loukas, A. Jackson, C. Marti, CN. Perry, C. Flavored Tobacco Product Use among Youth and Young Adults: What if Flavors Didn't Exist? <https://pubmed.ncbi.nlm.nih.gov/28775996/>

This report report found that **80% of young people** use flavored tobacco, and young people who use flavored tobacco, up to 3/4 would **stop using tobacco** if it **wasn't flavored**. The researchers concluded that while a flavored tobacco sales restriction would **significantly reduce youth tobacco usage**.

3. Food and Drug Administration. Preliminary scientific evaluation of the possible public health effects of menthol versus nonmenthol cigarettes. Government Document. <https://www.fda.gov/media/86497/download>

In 2011, a Menthol report was submitted to the FDA. The report reviewed of peer-reviewed science as well as industry provided research. The scientific review committee concluded that **menthol poses a public health risk above that seen with non-menthol tobacco products** finding that menthol products are an entry to a life-long nicotine addiction and continued use of menthol flavored tobacco products makes it harder to quit.

4. Centers for Disease Control and Prevention. Lesbian, Gay, Bisexual, and Transgender Persons and Tobacco Use. <https://www.cdc.gov/tobacco/disparities/lgbt/index.htm>

The CDC regularly compiles study results and updates statistics regarding tobacco usage by the LGBTQ community. **1 in 5 lesbian, gay and bisexual adults use tobacco**, compared to 1 in 6 adults in the general public, these statistics are even worse among transgender adults, with 1 in 3 transgender adults who smoke. Approximately 36% of LGBT smokers report smoking menthol cigarettes compared to 29% of heterosexual/straight smokers.

5. Truth Initiative. Tobacco Use in LGBT communities. <https://truthinitiative.org/research-resources/targeted-communities/tobacco-use-lgbt-communities>

LGBTQ+ people are up to **4x more likely to use tobacco** than straight and cisgender people. The tobacco industry has targeted the LGBTQ+ community by sponsoring LGBTQ+ cultural events.

6. Kramlinger VM, von Weyarn LB, Murphy SE. Inhibition and inactivation of cytochrome P450 2A6 and cytochrome P450 2A13 by menthofuran, beta-nicotyrine and menthol. *Chem Biol Interact.* 30 May 2012. 197(2-3):87-92. Doi: 10.1016/j.cbi.2012.03.009

This 2012 study uncovers the 'how' behind menthol's ability to increase nicotine addiction. The enzymes studied in this publication as the ones in the lung and liver that turn nicotine into cotinine. Slowing down the activity of these enzymes will slow down the removal of nicotine from the human body when nicotine and menthol are in the same tobacco product. This action **increases nicotine addiction**.

7. St Helen G, Dempsey DA, Havel CM, Jacob P 3rd *et al.* Impact of e-liquid flavors on nicotine intake and pharmacology of e-cigarettes. *Drug Alcohol Depend.* September 2017. doi: 10.1016/j.drugalcdep.2017.05.042

In 2017, it was discovered that flavors in electronic cigarettes influence nicotine exposure. This publication analyzed nicotine levels in people who used both tobacco flavor and strawberry flavored e-liquid. They showed that nicotine levels were higher with the use of strawberry flavored e-liquid. The conclusions were that **flavored tobacco products increase addiction** and may **increase heart disease risk** with long term use.

8. Chaiton MO, Nicolau I, Schwartz R, *et al.* Ban on menthol-flavoured tobacco products predicts cigarette cessation at 1 year: a population cohort study *Tobacco Control* Published Online First: 30 May 2019. doi: 10.1136/tobaccocontrol-2018-054841

In 2019, preliminary research from Ontario, Canada reviewed quit attempts before and after the province-specific menthol ban and were able to show that quit rates increased for daily and occasional menthol smokers one year after the ban was put in-place. Thus, the authors concluded that restrictions on menthol may lead to significant improvements in public health. **Restricting the sale of Menthol tobacco products will increase quit rates** among Menthol smokers.

9. Kozlovich S, Chen G, Watson CJW, *et al.* The role of L- and D-menthol in the glucuronidation and detoxification of the major lung carcinogen, NNAL *Drug Metab Dispo* Published Online First: October 2019. doi: 10.1124/dmd.119.088351

This 2019 study uncovers one possible ‘how’ behind the increase in negative health effects from menthol as a tobacco additive. Menthol has been showed to slow down a biological process called detoxification where the studied enzymes turn the most potent cancer-causing compound in tobacco into a harmless product. Additionally, many of the enzymes studied here also interact with nicotine. Slowing down the activity of these enzymes may increase both addiction and harm from the use of mentholated tobacco products. **Menthol in tobacco products increases the harm tobacco products cause.**

10. Omaiye E, McWhirter K, Luo W, *et al.* High-nicotine Electronic Cigarette Products: Toxicity of JUUL Fluids and Aerosols Correlates Strongly with Nicotine and Some Flavor Chemical Concentrations. *Chem Res Toxicol.* 6 January 2019. doi: 10.1021/acs.chemrestox.8b00381

The FDA does not currently require the disclosure of all ingredients in nicotine e-liquids. This 2019 study analyzed eight e-cigarette flavored liquids to identify the flavor additives in popular high-nicotine products. This analysis identified 59 flavor compounds in the e-liquids tested. **Some of the identified flavor additives were shown to kill human cells at the levels found in these e-cigarette aerosols.**

11. Acosta-Deprez V, Gorman F, Ai M, *et al.* Perceptions About Flavored Tobacco Policies and Smoking Behaviors by Age, Gender and Sexual Orientation in the LGBTQ Population in Los Angeles County. *Archives of Healthcare.* 30 January 2020. doi: 10.1057/ahc000005

Equality California conducted public intercept surveys at Los Angeles Pride in **Los Angeles County** in June 2018. Survey analysis found that members of the LGBTQ community smoked at higher rates than their non-LGBTQ counterparts. **Nearly 40% of LGBTQ respondents reported using tobacco and 80% of trans women reported using tobacco.**

12. Alexander . Research, data on transgender tobacco use needed. 30 December 2020 <https://qvoicenews.com/2020/12/30/research-data-on-transgender-tobacco-use-needed/>

Los Angeles transgender advocate Luckie Alexander wrote an op ed for Q Voice news, in which he outlines the necessity for sexual orientation and gender identity (SOGI) data collection in all tobacco research. Alexander provides a person account of his exposure to tobacco and journey to quitting. **This article highlights the specific issues and complications faced by the transgender community in relation to tobacco use.**



Complete list of 109 Jurisdictions who have ended the sale of flavored tobacco products in California.

Jurisdictions	Date of Policy
Sonoma	6/1/15
El Cerrito	10/1/15
Yolo County (unincorporated)	10/1/16
Santa Clara County (unincorporated)	11/1/16
Novato	1/1/17
San Francisco	6/1/17
San Leandro	10/1/17
Cloverdale	11/1/17
Mono County (unincorporated)	4/1/18
San Mateo County (unincorporated)	6/1/18
Richmond	7/1/18
Sausalito	7/1/18
Beverly Hills	8/1/18
Portola Valley	9/1/18
Half Moon Bay	10/1/18
Saratoga	10/1/18
Alameda	11/1/18
Marin County	11/1/18
Santa Cruz	11/1/18
San Pablo	12/1/18
Hermosa Beach	1/1/19
Corte Madera	3/1/19
Albany	4/1/19
Larkspur	4/1/19
Sacramento	4/1/19
San Carlos	4/1/19
Lafayette	5/1/19
San Anselmo	5/1/19
San Rafael	6/1/19
Santa Cruz County	6/1/19
Berkley	7/1/19
Capitola	7/1/19
Livermore	7/1/19
Fairfax	9/1/19
Pinole	9/1/19

Adelanto	10/1/19
Burbank	10/1/19
Culver City	10/1/19
Fremont	10/1/19
Unincorporated Los Angeles County	10/1/19
Redondo Beach	10/1/19
South San Francisco	10/1/19
Watsonville	10/1/19
Santa Clarita	10/1/19
Sunnyvale	10/20/19
Los Gatos	11/1/19
Manhattan Beach	11/1/19
Contra Costa County	11/1/19
Alturas	11/1/19
Anderson	11/1/19
Auburn	11/1/19
Burlingame	11/1/19
Carpinteria	11/1/19
Cupertino	11/1/19
Laguna Niguel	11/1/19
Woodland	11/1/19
Arroyo Grande	11/1/19
Stanton	11/26/19
Benicia	12/1/19
Menlo Park	12/1/19
Morgan Hill	12/1/19
Oxnard	12/1/19
Santa Maria	12/1/19
Ventura	12/1/19
Ventura County	12/1/19
Pacific Grove	12/1/19
Palmdale	12/1/19
Santa Barbara County	12/1/19
Alameda County	1/1/20
Carson	1/1/20
Imperial Beach	1/1/20
Oroville	1/1/20
San Diego County	1/1/20
West Sacramento	1/1/20
San Luis Obispo	1/1/20
San Luis Obispo County	1/1/20

Mammoth Lakes	2/1/20
Dublin	2/1/20
Loomis	2/1/20
Los Altos	2/1/20
Danville	2/1/20
Delano	3/1/20
Davis	3/1/20
Morro Bay	4/1/20
East Palo Alto	4/7/20
Solana Beach	4/8/20
Compton	5/1/20
Calabasas	5/1/20
Oakland	5/1/20
El Monte	6/1/20
Hayward	7/1/20
Paradise	7/1/20
Guadalupe	7/1/20
Maywood	8/1/20
Pleasanton	8/1/20
Encinitas	8/1/20
Palo Alto	8/3/20
Sebastapol	9/1/20
Tiburon	9/1/20
Mill Valley	10/1/20
San Mateo	10/1/20
Napa	10/1/20
Mendocino County	11/1/20
West Hollywood	2/1/21
Long Beach	4/6/21
Glendale	4/21/21
Alhambra	4/21/21
Buena Park	7/27/21
Windsor	8/21/21

**Amendments to “CHAPTER 22 – BUSINESSES, ARTICLE VII. - TOBACCO
RETAILING” of the San Fernando Code of Ordinances regarding Flavored Tobacco and
Tobacco Product Coupons**

In Sec. 106-941. – Tobacco advertising and promotion, amend the following definition:

Tobacco product means:

- (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff;
- (2) any electronic smoking device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.
- (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately.
- (4) *Tobacco Product* does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

In Sec. 22-431. - Definitions, amend the following definition:

Tobacco retailer shall mean any person who sells or offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

In Sec. 22-431. - Definitions, add the following definitions in alphabetical order among the existing definitions of the Ordinance:

Coupon means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue; whether in paper, digital, or other form; used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

Electronic Smoking Device means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. *Electronic Smoking Device* includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

Electronic Smoking Device Paraphernalia means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device chargers, and any other item specifically designed for the preparation, charging, or use of Electronic Smoking Devices.

Flavored Tobacco means any tobacco product that contains a taste of smell, other than the taste of smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell related to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, or any candy, dessert, alcoholic beverage, herb, or spice.

Full Retail Price means the price listed for a Tobacco Product on its Packaging or on any related shelving, advertising, or display where the Tobacco Product is sold or offered for Sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

Add Sec. 22-441 – Tobacco Product Pricing and Packaging, and include the following subsection:

- (a) **DISPLAY OF PRICE.** The price of each Tobacco Product offered for Sale shall be clearly and conspicuously displayed to clearly indicate the price of the product.
- (b) **PROHIBITION OF THE SALE OR OFFER FOR SALE OF FLAVORED TOBACCO PRODUCTS.** No Tobacco Retailer shall:
 - (1) Sell, or offer for sale, any flavored tobacco product. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the tobacco product has or produces a characterizing flavor including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the tobacco product has a characterizing flavor.
- (c) **DISTRIBUTION OF TOBACCO SAMPLES OR PROMOTIONAL ITEMS.** It is unlawful for any Tobacco Retailer to distribute free of nominally proceed tobacco products.
- (d) **PROHIBITION OF TOBACCO COUPONS AND DISCOUNTS.** No Tobacco Retailer shall:
 - (1) Honor or redeem, or offer to honor or redeem, a Coupon to allow a Consumer to purchase a Tobacco Product for less than the Full Retail Price;

- (2) Sell any Tobacco Product to a Consumer through a multiple-Package discount or otherwise provide any such product to a Consumer for less than the Full Retail Price in consideration for the purchase of any Tobacco Product or any other item; or
- (3) provide any free or discounted item to a Consumer in consideration for the purchase of any Tobacco Product.

EXAMPLE

Full Recommendations for a Comprehensive “CHAPTER 22 – BUSINESSES, ARTICLE VII. - TOBACCO RETAILING” of the San Fernando Code of Ordinances

The following includes what would be contained within a fully comprehensive Tobacco Retailing Ordinance including:

- Prohibiting onsite tobacco use
- Minimum Purchase age (to match federal law)
- No self-service Tobacco Dispensers
- Ending Flavored Tobacco Sales
- Minimum Price Policies
- Ending the use of Coupons and Discounts
- Removing Tobacco Sales from Pharmacies
- Creating a Buffer Zone around all Youth-oriented Facilities
- Density of Tobacco Retailers

Highlighted areas are suggestions that can be adjusted after review of current sales in the local area. We would be happy to suggest how any of the below sections/topics fits into the existing San Fernando ordinance like we did above for Flavored tobacco and tobacco coupons.

CHAPTER 22 – BUSINESSES, ARTICLE VII. - TOBACCO RETAILING could be fully amended to adopt all of the following sections

Sec. [____(*2)]. GENERAL REQUIREMENTS AND PROHIBITIONS.

1. TOBACCO RETAILER'S LICENSE REQUIRED. It shall be unlawful for any person to engage in tobacco retailing in the City of San Fernando without first obtaining and maintaining a valid tobacco retailer's license for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.
2. LAWFUL BUSINESS OPERATION. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this [article/chapter] for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to the sale of tobacco products.
3. SMOKING PROHIBITED. Smoking, including smoking for the purpose of sampling any tobacco product, is prohibited within the indoor area of any retail establishment licensed under this chapter. Smoking also prohibited outdoors within 25 feet of any retail establishment licensed under this [article/chapter].
4. MINIMUM LEGAL SALES AGE. No person engaged in tobacco retailing shall sell a tobacco product to a person under 21 years of age.
5. DISPLAY OF LICENSE. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.
6. POSITIVE IDENTIFICATION REQUIRED. No person engaged in tobacco retailing shall sell a tobacco product to another person without first verifying by means of

government- issued photographic identification that the recipient is at least 21 years of age.

7. SELF-SERVICE DISPLAYS PROHIBITED. Tobacco retailing by means of a self-service display is prohibited.
8. ON-SITE SALES. All sales of tobacco products shall be conducted in-person in the licensed location. It shall be a violation of this [*article/chapter*] for any tobacco retailer or any of the tobacco retailer's agents or employees to engage in the delivery sale of tobacco products or to knowingly or recklessly sell or provide tobacco products to any person that intends to engage in the delivery sale of the tobacco product in the City of San Fernando.

Sec. [____(*3)]. SALE OF FLAVORED TOBACCO PRODUCTS PROHIBITED.

1. (A) FLAVORED TOBACCO PRODUCT SALES PROHIBITED. It shall be unlawful for any tobacco retailer to sell any flavored tobacco product.
2. (B) PRESUMPTIVE FLAVORED TOBACCO PRODUCT. A public statement or claim made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has a taste or smell other than tobacco shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

Sec. [____ (*4)]. TOBACCO PRODUCT PRICING AND PACKAGING.

1. PACKAGING AND LABELING. No tobacco retailer shall sell any tobacco product to any consumer unless the tobacco product: (1) is sold in the manufacturer's packaging intended for sale to consumers; (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.
2. DISPLAY OF PRICE. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.
3. DISTRIBUTION OF TOBACCO SAMPLES OR PROMOTIONAL ITEMS. It is unlawful for any person to distribute free or nominally priced tobacco products.
4. PROHIBITION OF TOBACCO COUPONS AND DISCOUNTS. No tobacco retailer shall:
 1. honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;
 2. sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or
 3. provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

5. MINIMUM PACKAGE SIZE FOR LITTLE CIGARS AND CIGARS. No tobacco retailer shall sell:
 1. any little cigar unless it is sold in a package of at least [20] little cigars; or
 2. any cigar unless it is sold in a package of at least [6] cigars ; provided, however, that this subsection shall not apply to a cigar that has a price of at least [\$12.00] per cigar, including all applicable taxes and fees.
6. MINIMUM PRICES FOR CIGARETTES, LITTLE CIGARS, AND CIGARS. No tobacco retailer shall sell:
 1. Cigarettes at a price that is less than [\$10.00] per package of 20 cigarettes, including all applicable taxes and fees;
 2. Little cigars at a price that is less than [\$15.00] per package of little cigars, including all applicable taxes and fees; or
 3. Cigars at a price that is less [\$12.00] per cigar, including all applicable taxes and fees.

The minimum prices established in this section shall be adjusted annually by the Department in proportion with the Consumer Price Index, using a system established by the Department.

Sec. [____(*5)]. LIMITS ON ELIGIBILITY FOR A TOBACCO RETAILER LICENSE.

1. MOBILE VENDING. No license may issue to authorize tobacco retailing at other than a fixed location. No tobacco retail license will be issued to a moveable place of business.
2. PHARMACIES. No license may issue, and no existing license may be renewed, to authorize tobacco retailing in a pharmacy.
3. PROXIMITY TO YOUTH-ORIENTED FACILITIES. No license may issue, and no existing license may be renewed, to authorize tobacco retailing within [1000] feet of a youth- oriented facility as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented facility is located to the nearest point of the property line of the parcel on which the applicant's business is located.
4. PROXIMITY TO OTHER TOBACCO RETAILERS. No license may issue, and no existing license may be renewed, to authorize tobacco retailing within [1000] feet of a tobacco retailer location already licensed pursuant to this [article/chapter] as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing licensee's business is located.
5. POPULATION AND DENSITY. The issuing of tobacco retailer licenses is limited as follows: (1) The total number of tobacco retailer licenses within City of San Fernando.
 1. to one for each [2,500] inhabitants of the City of San Fernando.
 2. For the purposes of this subsection, the total population of the City of San Fernando shall be determined by the most current published total available from the U.S. Census Bureau or the California State Department of Finance,

whichever has been more recently updated, as of the date the license application is filed.

3. No new license may issue to authorize tobacco retailing if the number of tobacco retailer licenses already issued equals or exceeds the total number authorized pursuant to subsection (1).

Sec. [____(*6)]. APPLICATION PROCEDURE.

1. An application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. All applications shall be submitted on a form supplied by the Department.
2. A license issued contrary to this [*article/chapter*], contrary to any other law, or on the basis of false or misleading information shall be revoked pursuant to Section [____(*13) (c)] of this [*article/chapter*]. Nothing in this [*article/chapter*] shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.
3. Applicant submissions shall contain the following information:
 1. The name, address, and telephone number of each proprietor of the business seeking a license.
 2. The business name, address, and telephone number of the location for which a license is sought.
 3. The name and mailing address authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this [*article/chapter*].
 4. Proof that the location for which a tobacco retailer's license is sought has been issued all necessary state licenses for the sale of tobacco products.
 5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this [*article/chapter*] or any other local, state, or federal law governing the sale of tobacco products and, if so, the dates and locations of all such violations within the previous five years.
 6. A signed affidavit affirming that the proprietor has not sold and will not sell any tobacco product without a license required by this [*article/chapter*].
 7. Such other information as the Department deems necessary for the administration or enforcement of this [*article/chapter*] as specified on the application form required by this section.
4. A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a tobacco retailer's license within [10] business days of a change.

Sec. [____(*9)]. LICENSES NOT TRANSFERABLE, PAST VIOLATIONS AT RETAIL LOCATION.

1. (A) LICENSES NOT TRANSFERRABLE. A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietors.
2. (B) PAST VIOLATIONS. Notwithstanding any other provision of this [*article/chapter*], prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:
 1. the location has been transferred to new proprietor(s) in an arm's length transaction; and
 2. the new proprietor(s) provide the City of San Fernando with clear and convincing evidence that the new proprietor(s) have acquired the location in an arm's length transaction.

Sec. [____ (*18)]. PUBLIC RECORDS. All information provided to the Department by a licensee or license applicant pursuant to this [*article/chapter*] shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law.

Complete list of **DEFINITIONS**:

1. "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction.
2. "Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than 4.5 pounds per thousand.
3. "Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.
4. "Compliance checks" means systems the department uses to investigate and ensure that tobacco retailers are following and complying with the requirements of this [*article/ chapter*]. Compliance checks may involve the use of persons between the ages of 18 and 20 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the department or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.
5. "Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.
6. "Delivery sale" means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a tobacco retail establishment.

Delivery sale includes the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service.

Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.

7. "Department" means [insert department name] and any agency or person designated by the Department to enforce or administer the provisions of this [article/chapter].
8. "Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.
9. "Flavored Tobacco Product" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, molasses, or any candy, dessert, alcoholic beverage, herb, or spice.
10. "Full Retail Price" means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.
11. "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than 4.5 pounds per thousand. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.
12. "Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.
13. "Moveable place of business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.
14. "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
15. "Pharmacy" means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

16. "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.
17. "Recreation Facility" means an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes, and includes but is not limited to a gymnasium, playing court, playing field, and swimming pool.
18. "Sale" or "Sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.
19. "Self-Service Display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self- service display.
20. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. "Smoking" includes using an electronic smoking device.
21. "Tobacco Product" means:
 1. any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;
 2. any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
 3. any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.
 4. "Tobacco product" does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.
22. "Tobacco Retailer" means any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.
23. "Tobacco Retailing" means engaging in the activities of a tobacco retailer.

(AB)"Youth-Oriented Facility" means a parcel in the [city/county] that is occupied by:

 1. a private or public kindergarten, elementary, middle, junior high, or high school;
 2. a library open to the public;
 3. a playground open to the public;

4. a youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities;
5. a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes;
6. a park open to the public or to all the residents of a private community;
7. a licensed child-care facility or preschool [other than a small-family day care home or a large-family day care home [as defined in California Health & Safety Code § 1596.78]];

EXAMPLE

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Sylvia Ballin

Date: September 20, 2021

Subject: Consideration to Allocate Independent Cities Finance Authority's Community Outreach Program Funds for Fiscal Year 2021-2022

RECOMMENDATION:

It is recommended that City Council:

- a. Discuss the recommended allocation of Independent Cities Finance Authority's (ICFA) Community Outreach Program funds; and
- b. Adopt Resolution No. 8096 appropriating the funds in the Fiscal Year (FY) 2021-2022 Adopted Budget.

BACKGROUND:

1. On July 1st of every year, the ICFA provides an annual allocation of \$7,500 to City's on behalf of eligible Board Members (i.e., those that have attended at least two-thirds of the prior year's ICFA meetings) to be allocated to support community programs. Through the ICFA's Community Outreach Program, eligible Board Members may contribute all, or part, of their annual allocation to one or more organizations in their community.
2. Past organizations and programs that have received allocations include: the Education Commission for scholarships (\$11,500) and the City's Veteran's Recognition program (\$3,500).
3. On September 7, 2021, the City Council moved this item from the agenda for consideration to the meeting of September 20, 2021. Mayor Ballin is the originator of the report and was absent from this meeting.

Consideration to Allocate Independent Cities Finance Authority's Community Outreach Program Funds for Fiscal Year 2021-2022

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ANALYSIS:

I am recommending that the FY 2021-2022 ICFA grant of \$7,500 be allocated to the Parks, Recreation and Community Services Department to continue and enhance the Veteran's Pole Banner Recognition Program: \$7,500.

This amount would be used to cover the cost of the program and waive all fees for the FY 2021-2022 Veteran's Banner Program, which begins in November 2021 and runs for one year.

BUDGET IMPACT:

ICFA funds will be allocated and tracked in the Community Investment Fund (Fund 053). Subsequent to City Council approval of funding allocations, staff will send a request to ICFA to draw down funds.

ATTACHMENT:

A. Resolution No. 8096

RESOLUTION NO. 8096

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022
ADOPTED ON JUNE 21, 2021**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-2022, commencing July 1, 2021, and ending June 30, 2022; and

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

WHEREAS, the Independent Cities Finance Authority (ICFA) provides an annual Fiscal Year allocation of \$7,500 to eligible Board Members (i.e., those that have attended at least two-thirds of the prior year's ICFA meetings); and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk's Office.

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:

VETERAN BANNER RECOGNITION PROGRAM

Increase in Revenues	
053-3607-1355	\$7,500
Increase in Expenditures	
053-420-1355-4300	\$7,500

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 20th day of September, 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. 8096 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 20th day of September, 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 September 2021.

Julia Fritz, City Clerk