



SAN FERNANDO

MAYOR/CHAIR SYLVIA BALLIN

VICE MAYOR/VICE CHAIR MARY MENDOZA

COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ

COUNCILMEMBER/BOARDMEMBER HECTOR A. PACHECO

COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

CITY OF SAN FERNANDO

CITY COUNCIL

AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MONDAY, OCTOBER 18, 2021 – 6:00 PM

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

WATCH THE MEETING: Live stream with audio and video, via YouTube Live, at:

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

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

- A. EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR SEPTEMBER AND OCTOBER STUDENTS OF THE MONTH
- EMMANUEL SOLIS (San Fernando Institute for Applied Media) (September)
 - ABIGAIL ALVARADO (Social Justice Humanitas Academy) (October)
 - LYSHA GUTIERREZ (Academy of Scientific Exploration) (October)
- Education Commissioner Vice Chair David Govea

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – October 18, 2021

Page 2 of 4

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:

- a. March 23, 2005 Special Meeting
- b. October 4, 2021 Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 21-102 approving the Warrant Register.

3) CONSIDERATION TO AUTHORIZE A PURCHASE ORDER WITH HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A 2021 VACTOR IMPACT SEWER COMBINATION VEHICLE UNDER A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

Recommend that the City Council:

- a. Authorize a Purchase Order in an amount not to exceed \$398,889.70, with Haaker Equipment Company, for the purchase of a 2021 Vactor Impact Sewer Combination Vehicle under a Sourcewell Cooperative Purchasing Contract (#122017-FSC) pursuant to Section 2-802 of the City's Municipal Code; and

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – October 18, 2021

Page 3 of 4

- b. Authorize the City Manager to execute the Purchase Order and all related documents.

4) CONSIDERATION TO AUTHORIZE A CHANGE ORDER TO PURCHASE ORDER NO. 12504 WITH GENERAL PUMP COMPANY, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PUMP AND MOTOR ASSEMBLIES LOCATED AT THE CITY'S BOOSTER PUMP STATIONS

Recommend that the City Council:

- a. Authorize a Change Order to Purchase Order No. 12504 with General Pump Company, Inc. in an amount not-to-exceed \$31,817.10 for the purchase and installation of New Pump and Motor Assemblies for Booster Pump No. 3 located at the Arroyo Booster Station; and
- b. Authorize the City Manager to execute the change order to Purchase Order No. 12504.

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.

PUBLIC HEARINGS

6) A PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE REGARDING THE IMPLEMENTATION OF SENATE BILL 1383 ORGANIC WASTE REDUCTION REGULATIONS

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1703, titled, "An Ordinance of the City Council of the City of San Fernando, California, Adding Article IX (Organic Waste Disposal Reduction, Senate Bill 1383) to Chapter 70 of the San Fernando Municipal Code, and Making a Determination of Exemption Under the California Environment Quality Act."

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – October 18, 2021

Page 4 of 4

ADMINISTRATIVE REPORTS

7) DISCUSSION AND CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION TO IMPLEMENT THE SAN FERNANDO SMALL BUSINESS ASSISTANCE PROGRAM

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2001) to California Community Economic Development Association to implement the San Fernando Small Business Assistance Program for an amount not to exceed \$25,000; and
- b. Adopt Resolution No. 8099, to increase the revenue and expenditures of Fiscal Year 2021-2022 Community Development Block Grant Fund 26 budget by \$179,707; and
- c. Authorize the City Manager to execute a Professional Service Agreement with CCEDA and all related documents.

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: October 14, 2021 (5:30 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

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

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

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*

1a

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES**

MARCH 23, 2005 – 7:00 P.M.

**CITY COUNCIL CHAMBERS
117 MACNEIL STREET, SAN FERNANDO**

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE CITY COUNCIL. AUDIO CASSETTE TAPES OF THE ACTUAL MEETING ARE AVAILABLE FOR LISTENING IN THE CITY CLERK'S OFFICE.

CALL TO ORDER/ROLL CALL

Mayor Julie Ruelas called the meeting to order at 7:12 p.m.

The following persons were recorded as present:

PRESENT:

Council: Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez,
Councilmembers Steven Veres, José Hernández, Ph.D. and
Maribel De La Torre

City Treasurer: Margarita Solis

Staff: José E. Pulido, City Administrator; Michael Estrada, City Attorney;
and Elena G. Chávez, City Clerk

PUBLIC STATEMENTS – WRITTEN/ORAL

None

CITY COUNCIL ITEMS

1) LOS ANGELES CITY EDUCATION COMMISSION

This item is placed on the agenda by Councilmember Steven Veres.

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – March 23, 2005
Page 2

Motion by Councilmember Hernández, seconded by Mayor Pro Tem Martinez to approve creation of a Joint Commission with the Los Angeles Unified School District Board of Education, select Mayor Ruelas as the City's representative and request that regular updates on from the Joint Commission be provided to the City Council. The motion carried with the following vote:

AYES:	Hernández, De La Torre, Martinez, Ruelas
NAYE:	None
ABSENT:	None
ABSTAIN:	Veres - 1

Mayor Ruelas reported she attended the Los Angeles County City Selection Committee meeting where she was appointed to serve on the Library Commission and provided information on an upcoming grand opening event.

Councilmember Veres further suggested that all commission matters regarding seeking the City's position be brought to the City Council for consideration.

ADJOURN TO CLOSED SESSION (7:54 p.m.)

Motion to recess to Closed Session, thereafter adjourn the meeting to the next regular meeting.

CONFERENCE WITH LABOR NEGOTIATORS (G.C. Section 54957.6)

Negotiator:	City Administrator José E. Pulido
Employee Organization:	San Fernando Public Employees Association

It was noted that there was no reportable action from the Closed Session meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the special meeting of May 23, 2005, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

1b

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 4, 2021 – 5:15 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Ballin called the special meeting to order at 5:16 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Hector A. Pacheco, and Celeste Rodriguez (arrived at 5:18 p.m.)

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

APPROVAL OF AGENDA

Motion by Councilmember Montañez, seconded by Councilmember Pacheco to approve the agenda. Motion carried with Councilmember Rodriguez absent.

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:18 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 CITY COUNCIL
SPECIAL MEETING MINUTES – OCTOBER 4, 2021**

Page 2

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

**B) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION
PURSUANT TO G.C. §54957:**

Title of Employee: City Manager

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Richard Padilla stated there was no reportable action as a result of Closed Session held on October 4, 2021, at 5:15 p.m.

ADJOURNMENT

The City Council adjourned the special meeting at 5:59 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 October 4, 2021, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 18, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-102 (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. 21-102

RESOLUTION NO. 21-102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN
FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND/ WARRANT REGISTER NO. 21-102**

**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 18th day of October, 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. 21-102 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18th day of October, 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 October, 2021.

Julia Fritz, City Clerk

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224393	10/18/2021	100066 ADS ENVIRONMENTAL SERVICES,INC	22524.52-0921		SEWER FLOW MONITORING	
				12473	072-360-0000-4260	1,113.00
					Total :	1,113.00
224394	10/18/2021	888356 ADVANCED AUTO REPAIR	1508		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0370-4400	502.71
			1510		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0224-4400	239.53
			1511		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0224-4400	198.80
			1512		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0224-4400	239.53
			1513		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	80.00
			1514		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0224-4400	292.42
			1515		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0320-4400	325.00
			1516		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0311-4400	1,362.50
			1517		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	2,345.05
			1518		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0228-4400	681.58
			1519		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0390-4400	1,156.49
			1520		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0311-4400	1,306.68
			1522		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	982.18
			1523		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0320-4400	264.98
			1524		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	130.12
					Total :	10,107.57

Page: 1

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224395	10/18/2021	891442 ALEX AUTO DETAILING	10421		AUTO DETAIL	
					001-222-0000-4320	150.00
					Total :	150.00
224396	10/18/2021	892271 ALL STAR ELITE SPORTS	2564		BASEBALL & BASKETBALL LEAGUE UN	
				12480	017-420-1328-4300	263.84
					Total :	263.84
224397	10/18/2021	100143 ALONSO, SERGIO	SEPT 2021		MARIACHI MASTER APPRENTICE PRO	
				12474	109-424-3692-4260	1,540.00
					Total :	1,540.00
224398	10/18/2021	100188 ANDY GUMP INC.	INV855173		PORTABLE RESTROOM SERVICE	
				12491	070-384-0000-4260	330.34
			INV855174		PORTABLE RESTROOM SERVICE	
				12491	043-390-0000-4260	211.28
			INV855175		PORTABLE RESTROOM SERVICE	
				12491	043-390-0000-4260	330.49
					Total :	872.11
224399	10/18/2021	891209 AUTONATION SSC	503750		FORD GENUINE PARTS FOR ALL PD VE	
				12481	041-1215	1,124.71
			503761		FORD GENUINE PARTS FOR ALL PD VE	
				12481	041-1215	606.43
					Total :	1,731.14
224400	10/18/2021	893176 AUTOZONE STORE 5681	5681135049		VEHICLE MAINT- PD0000	
					041-320-0225-4400	64.15
					Total :	64.15
224401	10/18/2021	893916 AVENU	INV06-012800		COMPREHENSIVE ANNUAL FINANCIAL	
					001-130-0000-4270	1,100.00
					Total :	1,100.00
224402	10/18/2021	890546 BARAJAS, CRYSTAL	SEPT 2021		MARIACHI MASTER APPRENTICE PRO	
				12475	109-424-3692-4260	240.00
					Total :	240.00

Page: 2

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224403	10/18/2021	891796 BATTERY SYSTEMS INC	5401795		VEHICLE MAINT- PD0000 041-320-0225-4400	55.06
			5401813		VEHICLE MAINT- PD0000 041-320-0225-4400	307.06
					Total :	362.12
224404	10/18/2021	893913 BEHAR, YEZENIA	35-3040-01		WATER ACCT REFUND-1401 CELIS #10 070-2010	100.00
					Total :	100.00
224405	10/18/2021	893591 BIOMEDICAL WASTE DISPOSAL	105601		BIOMEDICAL WASTE REMOVAL 001-224-0000-4270	99.00
					Total :	99.00
224406	10/18/2021	888800 BUSINESS CARD	092821		OFFICE & BREAK ROOM SUPPLIES 001-222-0000-4300	1,074.77
			093021		FINANCE CHARGE 001-190-0000-4435	2.86
					Total :	1,077.63
224407	10/18/2021	103948 CDW GOVERNMENT, INC.	L286600	12530	NETWORK SECURITY LICENSE - 5 YEA 001-135-0000-4260	6,259.77
					Total :	6,259.77
224408	10/18/2021	103818 CITY OF LOS ANGELES	20210288027		BUILDING MAINT-IX UNIT-07/01/21-09/31 070-384-0000-4330	528.25
					Total :	528.25
224409	10/18/2021	890893 CITY OF SAN FERNANDO	OCT 2021		CITY PROPERTY UTILITY BILLS 043-390-0000-4210	22,389.14
					Total :	22,389.14
224410	10/18/2021	890893 CITY OF SAN FERNANDO	SEPT 2021		COMMISSIONER'S STIPEND DONATION 001-115-0000-4111	75.00
					Total :	75.00
224411	10/18/2021	100805 COOPER HARDWARE INC.	127342	12454	SUPPLIES FOR P.W. OPS 070-384-0000-4310	70.42

Page: 3

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224411	10/18/2021	100805 100805 COOPER HARDWARE INC.	(Continued)		Total :	70.42
224412	10/18/2021	892687 CORE & MAIN LP	P597911	12471	WATER & FIRE SERVICE LINE MATERIAL 070-383-0000-4310	150.62
					Total :	150.62
224413	10/18/2021	100848 COX, ANTHONY	REIMB.		RGSTR-CA RESERVE PEACE OFFICER 001-226-0000-4360	792.04
					Total :	792.04
224414	10/18/2021	893915 DAVIDSON, ROBERT	REIMB.		CWEA ASSOC MEMBERSHIP 072-360-0000-4360	372.00
					Total :	372.00
224415	10/18/2021	893114 DE LA PENA, RICHARD	REIMB.		CWEA ASSOC MEMBERSHIP 072-360-0000-4360	372.00
					Total :	372.00
224416	10/18/2021	891425 DIAZ, MARISOL	REIMB.		SUPPLIES FOR SENIOR BINGO NIGHT 004-2346 001-420-0000-4390	193.13 55.89
					Total :	249.02
224417	10/18/2021	100979 DOCTOR DIESEL	21-257		CLEAN FUEL TANKS AT PD & CITY HALL 041-320-0000-4260	785.00
					Total :	785.00
224418	10/18/2021	100989 DOOLEY ENTERPRISES INC.	61247	12529	AMMUNITION 001-222-0000-4300	1,697.06
					Total :	1,697.06
224419	10/18/2021	890401 ENVIROGEN TECHNOLOGIES INC	0012885-IN	12464	MAINT., REPAIRS, PARTS, LABOR, ION- 070-384-0857-4260	7,796.80
					Total :	7,796.80
224420	10/18/2021	101147 FEDEX	7-511-76724		COURIER SERVICES 001-190-0000-4280	75.28
			7-518-58331		COURIER SERVICES	

Page: 4

vchlist
 10/13/2021 1:39:52PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224420	10/18/2021	101147 FEDEX	(Continued)		001-190-0000-4280	24.58
					Total :	99.86
224421	10/18/2021	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER P.W.	46.25
			209-151-4939-102990		070-384-0000-4220	
			209-188-4361-031792		MUSIC CHANNEL	42.08
			209-188-4362-031792		001-190-0000-4220	
			209-188-4363-031892		RCS PHONE LINES	123.33
					001-420-0000-4220	
					POLICE MAJOR PHONE LINES	638.52
					001-222-0000-4220	
					CITY HALL PHONE LINES	87.20
					001-190-0000-4220	290.14
					070-384-0000-4220	285.92
					001-420-0000-4220	
			818-361-6728-080105		ENGINEERING FAX LINE	38.94
			818-837-1509-032207		001-310-0000-4220	
			818-838-4969-021803		PUBLIC WORKS PHONE LINE	38.94
					001-190-0000-4220	
					POLICE DEPT ALARM PANEL	164.90
					001-222-0000-4220	
					Total :	1,756.22
224422	10/18/2021	887249 GALLS, LLC	019378613		PATROL READY BAG	68.69
					001-222-0000-4300	
					Total :	68.69
224423	10/18/2021	893914 GOLDEN METERS SERVICE INC.	1588		CALIBRATION OF FLOW METERS	1,455.00
					070-385-0700-4600	
					Total :	1,455.00
224424	10/18/2021	892550 GOVEA, DAVID	SEPT 2021		COMMISSIONER'S STIPEND	75.00
					001-115-0000-4111	
					Total :	75.00
224425	10/18/2021	101376 GRAINGER, INC.	9031344402		SUPPLIES FOR BUILDING, ELECTRICA	

Page: 5

 vchlist
 10/13/2021 1:39:52PM

Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224425	10/18/2021	101376 GRAINGER, INC.	(Continued)		043-390-0000-4300	131.24
			9045826295	12482	SUPPLIES FOR BUILDING, ELECTRICA	372.38
			9046265188	12482	043-390-0000-4300	646.47
			9070485330	12482	SUPPLIES FOR BUILDING, ELECTRICA	39.10
					043-390-0000-4300	
					Total :	1,189.19
224426	10/18/2021	101434 GUZMAN, JESUS ALBERTO	SEPT 2021		MARIACHI MASTER APPRENTICE PROI	1,800.00
				12476	109-424-3692-4260	
					Total :	1,800.00
224427	10/18/2021	893395 HAYES, JASON BENJAMIN	SEPT 2021		COMMISSIONER'S STIPEND	75.00
					001-420-0000-4111	
					Total :	75.00
224428	10/18/2021	888647 HDL SOFTWARE, LLC	SIN010782		BUSINESS LICENSE ADMIN SERVICES-	690.45
			SIN011632	12533	001-130-0000-4260	
				12533	BUSINESS LICENSE ADMIN SERVICES-	3,993.79
					001-130-0000-4260	
					Total :	4,684.24
224429	10/18/2021	893817 HERNANDEZ MOLINA, MARIO ALBERTO	SEPT 2021		MARIACHI MASTER APPRENTICE PROI	1,080.00
				12477	109-424-3692-4260	
					Total :	1,080.00
224430	10/18/2021	890360 HERRERA, NINAMARIE JULIA	SEPT 2021		COMMISSIONER'S STIPEND	75.00
					001-420-0000-4111	
					Total :	75.00
224431	10/18/2021	888309 HI 2 LO VOLTAGE WIRING CO, INC	19920		MONITORING FROM 10/01/21-12/31/21	75.00
					001-222-0000-4260	
					Total :	75.00
224432	10/18/2021	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN011713		CONTRACTUAL SERVICES-TRAN TAX	300.00
					001-130-0000-4270	

Page: 6

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224432	10/18/2021	101511 101511 HINDERLITER DE LLAMAS & ASSOC.	(Continued)			Total : 300.00
224433	10/18/2021	892439 HISTORICAL RESOURCES, INC.	1206		ARTIFACTS DATABASE UPDATE 001-424-0000-4260	562.50 Total : 562.50
224434	10/18/2021	101599 IMAGE 2000 CORPORATION	470550		VARIOUS COPIER MAINT CONTRACT-0 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260	974.96 41.89 164.39 Total : 1,181.24
224435	10/18/2021	893804 INDUSTRIAL SHOEWORKE	1100-1279694		SAFETY SHOES -V PEREZ 072-360-0000-4210	100.00 Total : 100.00
224436	10/18/2021	891570 INNOVATIVE TELECOM. SYSTEMS	3028		TELEPHONE EQUIP MAINT - NOV 2021 001-190-0000-4220	395.00 Total : 395.00
224437	10/18/2021	887952 J. Z. LAWNMOWER SHOP	26340 26341	12465 12465	SMALL EQUIPMENT REPAIRS (LAWNMA 001-311-0000-4300 SMALL EQUIPMENT REPAIRS (LAWNMA 001-311-0000-4300	80.69 151.75 Total : 232.44
224438	10/18/2021	101713 JOBS AVAILABLE INC.	2120020		AD-ASST. TO THE CITY MANAGER 001-106-0000-4230	370.50 Total : 370.50
224439	10/18/2021	893885 JOHNNY ALLEN TENNIS ACADEMY	09/25-10/09	12498	TENNIS PROGRAM 017-420-1327-4260	658.00 Total : 658.00
224440	10/18/2021	893882 JTR	6604		USED TIRE PICK UP 072-360-0000-4260	310.00 Total : 310.00

Page: 7

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224441	10/18/2021	101852 LARRY & JOE'S PLUMBING	2200203-0001-02		IX UNIT REPAIR/MAINT 070-384-0000-4330	173.96 Total : 173.96
224442	10/18/2021	893218 LAZARO, ERNESTO	SEPT 2021	12478	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	1,080.00 Total : 1,080.00
224443	10/18/2021	893907 LESAR DEVELOPMENT CONSULTANTS	PCH-2	12536	HOMELESSNESS PLAN CONSULTANT : 110-422-3682-4270	868.00 Total : 868.00
224444	10/18/2021	101901 LESMEZ, ARTHUR	REIMB.		RGSTR-CA RESERVE PEACE OFFICER 001-226-0000-4360	997.24 Total : 997.24
224445	10/18/2021	893403 LLAMAS, SUZANNE	SEPT 2021		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 Total : 75.00
224446	10/18/2021	101939 LOPEZ, ABILIO	REIMB.		RGSTR-CA RESERVE PEACE OFFICER 001-226-0000-4360	792.04 Total : 792.04
224447	10/18/2021	101986 LOS ANGELES COUNTY	99285061902 99285071901	12543 12543	GIS MAPPING 010-220-3449-4500 GIS MAPPING 010-220-3449-4500	7,400.00 19,600.00 Total : 27,000.00
224448	10/18/2021	892477 LOWES	42109693		MAINT SUPPLIES 043-390-0000-4330	196.46 Total : 196.46
224449	10/18/2021	890989 MAJESTIC FIRE INC.	MF132197		ANNUAL FIRE SPRINKLER TEST FOR B 043-390-0000-4330	790.00 Total : 790.00

Page: 8

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224450	10/18/2021	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	37.17
					Total :	37.17
224451	10/18/2021	102226 MISSION LINEN SUPPLY	515585455	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	105.75
			515609461	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	99.08
			515627785	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	108.49
			515655165	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	99.08
					Total :	412.40
224452	10/18/2021	893343 MOHR, NICOLE	SEPT 2021		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
224453	10/18/2021	892353 MOORE IACOFANO, GOLTSMAN, INC.	0071580	12400	DESIGN FOR LAYNE PARK REVITALIZA 010-420-3669-4600	29,143.70
					Total :	29,143.70
224454	10/18/2021	893050 MORALES-RODRIGUEZ, CRISTAL	SEPT 2021	12479	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	360.00
					Total :	360.00
224455	10/18/2021	888134 MOTOROLA SOLUTIONS, INC.	8281248606	12521	ANTENNAS FOR NEW PD RADIOS 001-222-0000-4300	1,322.72
					Total :	1,322.72
224456	10/18/2021	102325 NAPA AUTO PARTS	5478-073744		VEHICLE MAINT-PW0083 041-320-0370-4400	6.05
					Total :	6.05
224457	10/18/2021	893348 NCSI	14196		BACKGROUND CHECKS 017-420-1337-4260 017-420-1323-4260	333.00 18.50

Page: 9

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224457	10/18/2021	893348 893348 NCSI	(Continued)			Total : 351.50
224458	10/18/2021	893405 NEW HORIZON	1664400		LP PHONE SERVICE-OCT 2021 001-420-0000-4220	317.16
					Total :	317.16
224459	10/18/2021	102410 NORTHRIDGE HOSPITAL MEDICAL	30151084487		SART EXAM FOR DR#21-1662 001-224-0000-4270	1,080.00
					Total :	1,080.00
224460	10/18/2021	102432 OFFICE DEPOT	193564048002		SUPPLIES 001-222-0000-4300	10.80
			194165955001		SUPPLIES 043-390-0000-4300	7.87
			196250079002		KITCHEN SUPPLIES 001-190-0000-4300	127.90
			196251817001		PPE SUPPLIES 001-130-3689-4300	41.34
			200115877001		SUPPLIES 001-310-0000-4300	34.16
			200115878001		SUPPLIES 001-310-0000-4300	354.99
			200115880001		SUPPLIES 001-310-0000-4300	5.51
			200199516001		SUPPLIES 001-115-0000-4300	46.72
			200343323001		SUPPLIES 001-115-0000-4300	56.81
			200688450001		SUPPLIES 001-222-0000-4300	76.59
			200715110001		SUPPLIES 001-222-0000-4300	27.99
			200715111001		SUPPLIES 001-222-0000-4300	3.91
			200832980001		SUPPLIES 001-222-0000-4300	55.10
			200833083001		SUPPLIES	

Page: 10

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224460	10/18/2021	102432 OFFICE DEPOT	(Continued)		001-222-0000-4300	27.34
					Total :	877.03
224461	10/18/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-423488	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0370-4400	253.55
			4605-423971	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	50.67
			4605-423979	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	41.16
			4605-423980	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	4.67
			4605-424088	12538	VEHICLE SERVICE, MAINT. AND REPAI 029-335-0000-4400	79.57
			4605-424137	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	172.85
			4605-424138	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	24.23
			4605-424352	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	39.67
			4605-424507	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	75.81
			4605-424966	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0370-4400	55.10
			4605-424968	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	46.94
			4605-425120	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0390-4400	14.05
			4605-425257	12538	VEHICLE SERVICE, MAINT. AND REPAI 072-360-0000-4400	159.74
			4605-425382	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	50.46
			4605-425723	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	83.75
			4605-426060	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	94.72
			4605-426714		VEHICLE SERVICE, MAINT. AND REPAI	

Page: 11

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224461	10/18/2021	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)		041-320-0225-4400	47.91
			4605-427027	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	72.72
			4605-427054	12538	VEHICLE SERVICE, MAINT. AND REPAI 070-381-0000-4400	113.16
			4605-427132	12538	VEHICLE SERVICE, MAINT. AND REPAI 043-390-0000-4300	35.26
			4605-427541	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	71.44
			4605-427716	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	8.88
			4605-427718	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0390-4400	131.99
			4605-427801	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0370-4400	135.45
			4605-428601	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0390-4400	16.53
			4605-428647	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0390-4400	4.67
			4605-428717	12538	VEHICLE SERVICE, MAINT. AND REPAI 029-335-0000-4400	66.32
			4605-429638	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0224-4400	216.03
			4605-429652	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0224-4400	49.48
			4605-429694	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0224-4400	19.83
			4605-430490	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	44.09
			4605-430542	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0390-4400	37.54
			4605-430627	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	30.04
			4605-432375	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0370-4400	33.04
			4605-432549		VEHICLE SERVICE, MAINT. AND REPAI	

Page: 12

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224461	10/18/2021	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-433249	12538	041-320-0225-4400	77.16
				12538	VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0225-4400	19.92
			4605-433370		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0311-4400	127.75
					Total :	2,606.15
224462	10/18/2021	890994 PONCE, JOE	SEPT 2021		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
224463	10/18/2021	102688 PROFESSIONAL PRINTING CENTERS	19230		PURCHASE OF PRE-PRINTED FORMS	
				12519	001-130-0000-4300	252.47
				12519	070-382-0000-4300	754.11
				12519	072-360-0000-4300	754.11
					Total :	1,760.69
224464	10/18/2021	892997 PROK9	114		K9 TRAINING (JULY 2021-JUNE 2022)	
					001-225-0000-4270	2,100.00
					Total :	2,100.00
224465	10/18/2021	892856 SALAS, JUAN	REIMB.		SUPPLIES-SNACKS TBC MOVIE NIGHT	
					004-2391	139.32
					Total :	139.32
224466	10/18/2021	103057 SAN FERNANDO VALLEY SUN	11279		NIB CONSULTANT SVCS TO ADMINISTE	
					001-115-0000-4230	78.13
					Total :	78.13
224467	10/18/2021	893444 SHAFER, MARIA	SF-012		TRANSCRIPTION SERV. FOR PREPAF	
				12501	001-115-0000-4260	255.00
					Total :	255.00
224468	10/18/2021	103184 SMART & FINAL	0089		PD SUPPLIES	
					001-225-0000-4350	50.55
			0207		SUPPLIES FOR CALLES VERDES TREE	
					001-310-0000-4300	58.03

Page: 13

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224468	10/18/2021	103184 SMART & FINAL	(Continued)			
			0212		PD SUPPLIES	
					001-225-0000-4350	13.17
			0231		BREAK ROOM SUPPLIES	
					001-222-0000-4300	29.97
					Total :	151.72
224469	10/18/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	700136176526		ELECTRIC-METER FOR MALL-MACLAY	
					030-341-0000-4210	64.20
			700363532503		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	9,567.39
					Total :	9,631.59
224470	10/18/2021	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	4,215.69
					Total :	4,215.69
224471	10/18/2021	893912 SOUTHERN CALIFORNIA REGIONAL	100621		REVIEW & APPROVE ACCESSING RR F	
					024-371-0562-4600	6,500.00
					Total :	6,500.00
224472	10/18/2021	889149 STAPLES BUSINESS ADVANTAGE	8063695806		FACE MASKS	
					001-130-3689-4300	66.12
					Total :	66.12
224473	10/18/2021	103254 STATE OF CALIFORNIA	NONPO		REIMB-OVRPYMNT GLENOAKS HSIPL	
					010-2150	147,378.06
					Total :	147,378.06
224474	10/18/2021	893463 STEP SAVER	CT481467		NSF CERTIFIED BULK SALT FOR THE II	
				12446	070-384-0000-4300	3,941.64
					Total :	3,941.64
224475	10/18/2021	893881 SUPERIOR PAVEMENT	14525		PAVEMENT MARKINGS & SIGNAGE	
				12489	001-311-0000-4260	11,645.00
					Total :	11,645.00
224476	10/18/2021	103338 TESH, DAVID	REIMB.		RGSTR-CA RESERVE PEACE OFFICER	

Page: 14

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224476	10/18/2021	103338 TESH, DAVID	(Continued)		001-226-0000-4360	389.00
					Total :	389.00
224477	10/18/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	2493147		CREDIT-SOCKET OUT OF STOCK	
			7572548		041-320-0000-4310	-274.52
			8020352		RECHET / SOCKET SET	274.52
					041-320-0000-4310	806.57
					SHOP LIGHT, COMBO KIT & BATTERIE	806.57
					041-320-0000-4310	Total :
						806.57
224478	10/18/2021	890833 THOMSON REUTERS	845082801	12467	DETECTIVE INVESTIGATIVE SOFTWARE	
					001-135-0000-4260	226.65
					Total :	226.65
224479	10/18/2021	103903 TIME WARNER CABLE	0010369091821		PD CABLE-09/18-10/17	
			196309092321		001-222-0000-4260	224.64
			222204092921		INTERNET SERVICES 9/23-10/22	1,452.33
					001-190-0000-4220	129.95
					CABLE 09/29-10/28 PW OPS CTR	Total :
					043-390-0000-4260	1,806.92
224480	10/18/2021	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION	
					001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					Total :	49.14
224481	10/18/2021	893747 TOOLE DESIGN GROUP LLC	G0047_AUG07	12382	TRANSPORTATION PLANNING AND DE	
				12382	010-311-0628-4600	7,175.36
				12382	001-310-0628-4270	929.64
			G0047-JUL06	12382	TRANSPORTATION PLANNING AND DE	5,626.13
				12382	010-311-0628-4600	728.93
					001-310-0628-4270	Total :
						14,460.06

Page: 15

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224482	10/18/2021	893504 TOWN HALL STREAMS, LLC	13508		OCTOBER STREAMING SERVICES	
					001-115-0000-4260	175.00
					Total :	175.00
224483	10/18/2021	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		POSTAGE MACHINE REIMBURSEMENT	
					001-190-0000-4280	1,500.00
					Total :	1,500.00
224484	10/18/2021	103445 UNDERGROUND SERVICE ALERT	920210699		110 SNF01 NEW TICKET CHARGES	
			DSB20205097		070-381-0000-4260	191.50
					CA STATE FEE FIR REG COSTS	43.88
					070-381-0000-4260	Total :
						235.38
224485	10/18/2021	893746 UNISHIELD	14-000906		FIRST AID KIT CITY HALL	
					001-310-0000-4300	308.67
					Total :	308.67
224486	10/18/2021	893167 UNITED MAINTENANCE SYSTEMS	15027	12516	JANITORIAL SERVICES CITY WIDE	
				12516	043-390-0000-4260	17,450.00
					121-390-0000-4260	7,250.00
					Total :	24,700.00
224487	10/18/2021	893740 UTILITY SYSTEMS SCIENCE &	1037	12379	WASTEWATER FLOW MONITORING & S	
			1046	12379	072-360-0000-4260	540.00
					WASTEWATER FLOW MONITORING & S	1,200.00
					072-360-0000-4260	Total :
						1,740.00
224488	10/18/2021	893647 VALEO NETWORKS	17385	12492	INFORMATION TECHNOLOGY MANAGE	
					001-135-0000-4270	10,083.00
					Total :	10,083.00
224489	10/18/2021	892081 VERIZON BUSINESS SERVICES	71952434		MPLS PORT ACCESS AND ROUTER FO	
					001-222-0000-4220	1,050.47
					Total :	1,050.47
224490	10/18/2021	100101 VERIZON WIRELESS-LA	9888612666		MDT MODEMS - PD UNITS	

Page: 16

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224490	10/18/2021	100101 VERIZON WIRELESS-LA	(Continued)			
			9888975854		001-222-0000-4220 PD CELL PHONE	418.04
					001-222-0000-4220	315.26
			9889253395		001-152-0000-4220 PD CELL PHONE	190.05
					001-222-0000-4220	269.96
			9889264416		CITY YARD CELL PHONE	204.16
					070-384-0000-4220	18.44
					043-390-0000-4220	18.44
					041-320-0000-4220	35.27
					072-360-0000-4220	53.14
			9889275412		PERSONNEL CELL PHONE	39.35
					001-106-0000-4220	
					070-384-0000-4220	
					Total :	1,562.11
224491	10/18/2021	103603 VULCAN MATERIALS COMPANY	73085862	12449	UTILITY BASE COLD MIX, SAND FOR P	760.84
					070-383-0000-4310	
					Total :	760.84
224492	10/18/2021	890970 WEX BANK	74681565		FUEL FOR CITY FLEET	
					041-320-0152-4402	312.20
					041-320-0221-4402	313.15
					041-320-0222-4402	200.85
					041-320-0224-4402	1,286.00
					041-320-0225-4402	5,504.92
					041-320-0228-4402	744.91
					041-320-0320-4402	8.00
					041-320-0346-4402	52.41
					041-320-0370-4402	760.62
					041-320-0390-4402	1,386.20
					041-320-0420-4402	2.00
					007-313-3630-4402	175.23
					029-335-0000-4402	89.32
					070-381-0000-4402	102.40
					070-382-0000-4402	813.43

Page: 17

vchlist
10/13/2021 1:39:52PMVoucher List
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224492	10/18/2021	890970 WEX BANK	(Continued)			
					070-383-0000-4402	713.12
					070-384-0000-4402	272.44
					072-360-0000-4402	166.72
					041-320-0311-4402	577.86
					041-320-0312-4402	159.33
					Total :	13,641.11
224493	10/18/2021	891531 WILLDAN ENGINEERING	621848	11901	SF - HSIP CYCLE 8 TRAFFIC SIGNAL IM	
					024-371-0562-4600	6,315.53
					Total :	6,315.53
224494	10/18/2021	892023 WINDSTREAM	73964241		PHONE SERVICES-09/18/21-10/17/21	
					001-222-0000-4220	690.85
					001-420-0000-4220	467.64
					070-384-0000-4220	537.54
					001-190-0000-4220	2,276.40
					Total :	3,972.43
224495	10/18/2021	893867 YOUTH EVOLUTION ACTIVITIES	SEPT & OCT 2021	12515	CONTRACTED SERVICES FOR SUMME	
				12515	017-420-1332-4260	800.80
					017-420-1328-4260	546.00
					Total :	1,346.80
103	Vouchers for bank code :	bank3			Bank total :	418,529.78
103	Vouchers in this report				Total vouchers :	418,529.78

Voucher Registers are not final until approved by Council.

Page: 18

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 21-102

vchlist

10/01/2021

1:37:35PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224386	9/27/2021	893115 P.E.R.S. CITY RETIREMENT	100000016488498		EMPL CONTRIB VARIANCE-08/14-08/27	
					018-222-0000-4124	219.40
					018-224-0000-4124	164.55
					018-225-0000-4124	2,358.57
			100000016557507		LATE REPORTING PENALTY-N. MURILL	
					018-225-0000-4124	200.00
					Total :	2,942.52
					Bank total :	2,942.52
					Total vouchers :	2,942.52

1 Vouchers for bank code : bank3

1 Vouchers in this report

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 21-102vchlist
10/07/2021 11:56:42AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224081	9/2/2021	103648 CITY OF SAN FERNANDO	PR 9-3-21		REIMB FOR PAYROLL W/E 8-27-21	
					001-1003	422,848.60
					007-1003	162.17
					017-1003	1,625.22
					027-1003	2,107.39
					029-1003	3,853.24
					030-1003	1,095.96
					041-1003	5,817.87
					043-1003	19,230.82
					070-1003	38,251.58
					072-1003	19,947.03
					094-1003	144.09
					110-1003	2,785.89
					Total :	517,869.86
224085	9/3/2021	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - SEPTEMBER :	
					001-1160	11,317.05
					Total :	11,317.05
224086	9/3/2021	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - SEPTEMBER :	
					001-1160	176.22
					Total :	176.22
224087	9/3/2021	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - SEPTEMBER 20	
					001-1160	2,256.78
					Total :	2,256.78
224088	9/3/2021	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - SEPTEMBE	
					001-1160	3,604.57
					Total :	3,604.57
224185	9/16/2021	103648 CITY OF SAN FERNANDO	PR 9-17-21		REIMB FOR PAYROLL W/E 9/10/21	
					001-1003	420,227.03
					007-1003	162.16
					017-1003	1,567.73
					027-1003	2,102.35

Page: 1

vchlist
10/07/2021 11:56:42AMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224185	9/16/2021	103648 CITY OF SAN FERNANDO	(Continued)			
					029-1003	3,832.32
					030-1003	1,201.25
					041-1003	5,540.45
					043-1003	18,626.40
					070-1003	39,481.44
					072-1003	20,159.05
					094-1003	144.09
					110-1003	6,496.57
					Total :	519,540.84
224186	9/16/2021	890893 CITY OF SAN FERNANDO	CIF DONATION		CIF DONATION-100 YR WOMEN'S RIGH	
					053-101-0103-4430	1,552.63
					Total :	1,552.63
7 Vouchers for bank code :		bank3			Bank total :	1,056,317.95
7 Vouchers in this report					Total vouchers :	1,056,317.95

Voucher Registers are not final until approved by Council.

Page: 2

SPECIAL CHECK**EXHIBIT "A"**
RES. NO. 21-102

vchlist

09/30/2021

9:56:50AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224385	10/5/2021	102519 P.E.R.S.	OCT 2021		HEALTH INS. BENEFITS- OCT 2021 001-1160	150,988.06
Total :						150,988.06
1 Vouchers for bank code : bank3						Bank total : 150,988.06
1 Vouchers in this report						Total vouchers : 150,988.06

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 21-102

vchlist

10/13/2021 9:10:03AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224392	10/11/2021	893115 P.E.R.S. CITY RETIREMENT	100000016520933		EMPL CONTRIB VARIANCE-08/28-09/10	
					018-222-0000-4124	214.20
					018-224-0000-4124	160.64
					018-225-0000-4124	2,302.58
					018-130-0000-4124	219.18
					Total :	2,896.60
1 Vouchers for bank code :		bank3			Bank total :	2,896.60
1 Vouchers in this report					Total vouchers :	2,896.60

Voucher Registers are not final until approved by Council.

Page: 1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 18, 2021

Subject: Consideration to Authorize a Purchase Order with Haaker Equipment Company for the Purchase of a 2021 Vactor Impact Sewer Combination Vehicle Under a Sourcwell Cooperative Purchasing Contract

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize a Purchase Order in an amount not to exceed \$398,889.70, with Haaker Equipment Company, for the purchase of a 2021 Vactor Impact Sewer Combination Vehicle under a Sourcwell Cooperative Purchasing Contract (#122017-FSC) pursuant to Section 2-802 of the City's Municipal Code; and
- b. Authorize the City Manager to execute the Purchase Order and all related documents.

BACKGROUND:

1. In March 1992, a Ford LNT-8000 7.8 L Guzzler diesel sewer truck was purchased for use in the Public Works Department, Sewer Division.
2. On August 14, 2015, the City became a member of the National Joint Powers Alliance (now referred to as Sourcwell) to take advantage of volume pricing discounts offered through large, competitively bid purchasing contracts.
3. In August 2021, staff obtained a bid from Haaker Equipment Company (Attachment "A") for a 2021 CNG, Vactor Sewer Combination truck via their Sourcwell cooperative purchasing contract to replace the 29-year-old Ford LNT-8000 Guzzler diesel sewer truck.

Consideration to Authorize a Purchase Order with Haaker Equipment Company for the Purchase of a 2021 Vactor Impact Sewer Combination Vehicle Under a Sourcewell Cooperative Purchasing Contract
Page 2 of 3

ANALYSIS:

The current Ford LNT-8000 7.8 L Guzzler Sewer truck is a versatile piece of heavy equipment that has been used for the past 29 years by the Public Works Sewer Division in their efforts to maintain and monitor the 40 miles of sewer lines within the City's sewer collection system. As a combination truck, it cleans by cutting through blockages with high-pressured, forced water into sewer lines and sucking up the loosened material with the vacuum system.

Sewer Combination Vehicle.

The sewer combination vehicle is used for routine maintenance, emergency blockage clearing, emergency sewer overflow capturing, and vacuuming sludge and washouts. The new combination vehicle will replace the 29-year-old piece of equipment, which has exceeded its 15-year estimated replacement date.

Vactor Manufacturing has been building sewer combination trucks for the municipal market for 60 years. The Vactor Impact combination truck (Attachment "B") is technologically more advanced than the current Guzzler, which makes it easier and safer to use. This enhancement will improve the Public Works Department's ability to respond efficiently to emergency and routine sewer maintenance.

Procurement through Sourcewell.

Sourcewell provides federal, state and local government agencies with a specialized procurement process for obtaining specific products and services. This program ensures that purchasing agencies are given the option to choose the service that best meets their specific business needs, while maintaining an easy-to-use, cost-effective government procurement plan. They offer a wide variety of commodity, non-IT services, and information technology products and services at prices which have been assessed to be fair, reasonable, and competitive.

Section 2-802 of the City's Purchasing Ordinance authorizes meeting competitive bid requirements through the purchase of equipment from cooperative purchase contracts obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency. The proposed purchase meets the purchasing requirements of Section 2-802.

The Public Works Department used Sourcewell for the following reasons:

- The City is a member of Sourcewell;
- It is an established and well-recognized program used by numerous local and state agencies;
- Sourcewell allows access to multiple vendors and competitive bids; and
- It reduces demand on staff time and resources.

Consideration to Authorize a Purchase Order with Haaker Equipment Company for the Purchase of a 2021 Vactor Impact Sewer Combination Vehicle Under a Sourcewell Cooperative Purchasing Contract
Page 3 of 3

Sourcewell has a contract with Vactor Manufacturing (#122017-FSC) for equipment that is available for purchase by local government agencies. Haaker is the regional distributor for Vactor products and is located in the Southern California area.

BUDGET IMPACT:

The funds to purchase the 2021 CNG Vactor Impact sewer combination truck are available under the Sewer Enterprise Capital Fund 072-365-0000-4500, were appropriated in previous budget cycles, and carried over to the Fiscal Year 2021-2022 budget.

CONCLUSION:

Staff recommends the City Council authorize a Purchase Order with Haaker Equipment Company in an amount not to exceed \$398,889.70 based on Section 2-802 of the City's Purchasing Ordinance 1653 allowing purchasing of equipment through cooperative purchasing agreements.

ATTACHMENTS:

- A. Proposal from Haaker Equipment Company for Vactor Impact Sewer Combination Vehicle
- B. Equipment Brochure for Vactor Impact Sewer Combination Vehicle

HAAKER

EQUIPMENT COMPANY

2070 N. White Avenue, La Verne CA 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com



PROPOSAL

August 17th, 2021

TO: CITY OF SAN FERNANDO
120 Macneil Street
San Fernando, CA 92082

ATTN: Mr. Richard De La Pena
818-898-1293

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the **Sourcewell Cooperative Purchasing Agreement – Contract #122017-FSC.**

ONE (1) CNG POWERED VACTOR IMPACT

IMPACT Combination Machine with Roots 616-15" Hg. Blower, 3 Yard Debris body, 500 Gallons of Fresh Water. Mounted on a 2021 Freightliner M2 114, 320 HP CNG CUMMINGS ENGINE, Allison Automatic Transmission, 52 DGE Fuel Capacity, **33 GVWR Chassis**. Chassis Options Include, Air Ride Seats, Power Windows, Locks, Heated Remote Power Mirrors, AM/FM/Bluetooth Stereo, Chassis as Quoted Comes Fully Loaded With All the Amenities and Options for the Operators

STANDARD FEATURES

- Curbside Toolbox w/ Nozzle Storage Rack, 42W X 22H X 24D
- Aluminum Fenders
- Mud Flaps
- Electric / Hydraulic 180 degree rotation 5ft extendable boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly w/ 35' x 3/8" Hose w/ Quick Disconnects
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (2) Nozzles w/ Carbide Inserts
- Suction Tube Storage - 5 Pipe
- 3/4" Nozzle Pipe
- 10' Leader Hose
- Stainless Steel Float Shut Off System
- Horizontal Microstrainer Prior to Blower

- Debris Body Vacuum Relief System
- Low Water Alarm with Water Pump Flow Indicator
- Water Tank Sight Gauge
- Liquid Float Body Level Indicator
- Front Controlled Blower Drive
- Digital Water Pressure Gauge
- Joystick Boom Control
- Boom Hose Storage, Post
- 40 GPM/2500 PSI
- Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
- 3" Y-Strainer at Water Pump
- Multi-Flow Water System
- 1" Water Relief Valve
- Midship High Pressure Coupling
- 500' x 3/4" Sewer Hose 2500 PSI, Piranha
- Hose Wind Guide (Dual Roller), Manual
- Digital Hose Footage Counter
- Rotating Hose Reel, 3/4" x 500' Capacity, 180 Deg. Rotation
- Hydraulic Tank Shutoff Valves
- Tachometer / Chassis Engine w/ Hour Meter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Tachometer / Blower w/ Hour Meter
- Circuit Breakers
- LED Lights, Clearance, Backup, Stop, Tail, & Turn
- Tow Hooks, Front
- Tow Hooks, Rear
- Electronic Back-Up Alarm
- Camera System, Rear Only
- 6" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint, DuPont Imron Elite - Sanded Primer Base
- Vactor Standard Manual and USB Version

ADDITIONAL FEATURES INCLUDED

- Centrifugal Separators (Cyclones)
- Plastic Lube Chart, included with Lube Manifold
- Body Washout
- Belly pack Wireless Controls, including hose reel controls
- Rear Door Splash Shield/6" knife Valve on Rear Door
- Additional Water, Water and Debris Tanks Joined
- Lube Manifold
- Boom Out of Position Light/Alarm
- Work lights (2), Extendable Boom
- Manhole Worklight
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Hand Light w/Bumper Plug
- Hydro Excevation Kit w/ Attachments
- Toolbox, Behind Cab - 14w 36h x 88d
- Safety Cone Storage Rack - Post Style
- Additional Safety Cone Storage Rack - Post Style
- Module Paint, DuPont Imron Elite - Sanded Primer Base
- Door Stripe Material, Reflective Tape
- Vactor/Guzzler Logos - Applied
- Vactor Standard Manual and USB Version
- Extended Factory Warranty - 3Yrs
- Whelen LED Light Package to include Light Bar, Traffic Advisor and Strobes
- Rear Door Work Lights
- Four Way Camera System, Front, Rear, Both Sides

Unit Price \$ 362,627.00
 Sales Tax (10%)..... \$ 36,262.70

TOTAL PRICE F.O.B. SAN FERNANDO, CA: \$ 398,889.70

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: Approx.240-300 Days

TERMS: Net 30 or Lease

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: *Matt Muinch* DATE: _____

COMPACT DESIGN. BIG iMPACT.™



VACTOR®
iMPACT

INTRODUCING iMPACT.

Ergonomic. Economic. Easy-to-operate.



Our newest combination sewer cleaner may be smaller than some of our other models, but it's no less powerful. Built with the same emphasis on performance and reliability, these machines offer outstanding versatility and the ability to maneuver through tight spaces. As with all Vactor® equipment, the iMPACT allows communities to protect, clean and repair their infrastructure. It is also engineered for optimal operator comfort and control. Features contributing to the ease of use include:

- The revolutionary IntuiTouch® control system
- Superior vacuum performance
- Low-maintenance Jet Rodder® water pump
- Exclusive Modul-Flex design
- Quiet engine design, high ground clearance, low water fill point, and twist-and-lock pipe restraints
- Hose reel that can rotate up to 180°
- Precise digital hose footage counter
- Water tanks featuring superior corrosion resistance and backed by a 10-year standard warranty

The new iMPACT makes the innovations of the 2100i more accessible without sacrificing Vactor's high standards.

STREAMLINE YOUR OPERATION AT THE TOUCH OF A BUTTON.

IntuiTouch In-Cab Controls

- One-Touch engagement to activate PTO — allowing operators to gain control of all operational systems
- Operator can engage road, combo, and recirculation mode with single push-button ease



IntuiTouch Control Panel

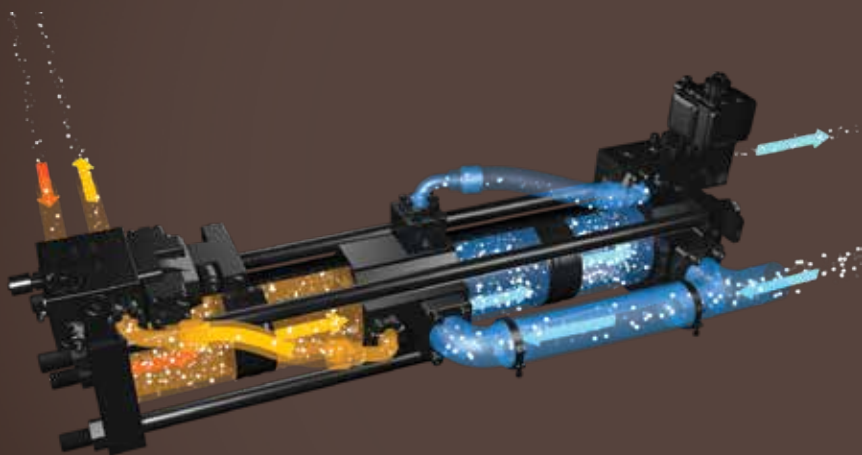
- Rotating controls with up/down adjustment for individualized maximum comfort
- Glove-friendly tactile buttons
- Reliable touch buttons enable the operator to know if a selected function is active
- Hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- Boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Allows for full proportional boom control with the addition of multiple functions at one time
- Operators have full control of the water system via a single Multi-Flow control dial — enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment



ADVANTAGES THAT MAKE AN iMPACT.

Powerful Positive Displacement (PD) Vacuum

With a unique and operator friendly design, our PD vacuum is great for pulling material long distances. Powered by the chassis engine, the blower is driven hydrostatically, allowing independent control of speed while boosting productivity and reliability.



Exceptional Jet Rodder Water Pump

Leading the industry in longevity and worry-free maintenance, the Jet Rodder water pump delivers smooth flow at the nozzle for general cleaning and root cutting. Includes the powerful “Jackhammer” action to break up the toughest blockages.

Robust Aluminum Water Tank

Backed by a 10-year warranty, the water tank on the iMPACT has a non-corrosive, rust- and crack-resistant design. A baffled cylindrical shape adds high strength and durability while the position at the frame rail allows for the best weight distribution.



CUSTOMIZABLE TO MEET YOUR UNIQUE NEEDS.

Enhanced Wireless Controls

Updated belly pack and handheld remotes feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor and display essential information like the hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the main operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



Choose from a wide variety of precision-engineered enhancements, including:

- Cold weather recirculation system
- Digital debris body and water level indicators
- Debris flush-out system
- Expanded storage options including a back of cab toolbox
- Safety warning lighting packages
- Turn and hose reel mounted cameras
- Hydro-excavation kit
- Work-zone lighting packages
- Low water alarm
- Debris splash shield



**Demo the Vactor
iMPACT today.**

Visit [Vactor.com](https://www.vactor.com) to learn more.

THE NEW VACTOR iMPACT.

Another innovation from the industry leader.



Powerful enough to tackle virtually any job a big machine can do, the iMPACT is a more affordable option that delivers greater economy and maneuverability. Ideal for municipalities needing a fast response, emergency back-up vehicle, small communities looking to keep up regular maintenance and storm water line problems, and contractors and utilities who prioritize versatility and a lower purchase price.

Vactor has proudly been dedicated to continuously improving combination sewer cleaners for over fifty years, and the compact and powerful iMPACT is just one of the highly customized solutions we offer.



Scan code
for more info



VACTOR®
Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some product shown with optional equipment. Vactor®, Jet Rodder®, and IntuiTouch® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending applications. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 18, 2021

Subject: Consideration to Authorize a Change Order to Purchase Order No. 12504 with General Pump Company, Inc. for the Purchase and Installation of New Pump and Motor Assemblies Located at the City's Booster Pump Stations

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize a Change Order to Purchase Order No. 12504 with General Pump Company, Inc. (General Pump) in an amount not-to-exceed \$31,817.10 for the purchase and installation of New Pump and Motor Assemblies for Booster Pump No. 3 located at the Arroyo Booster Station; and
- b. Authorize the City Manager to execute the change order to Purchase Order No. 12504.

BACKGROUND:

1. On November 26, 2019, the City Council approved new water and sewer rates based partially on a Capital Improvement Program that included upgrades to some of the City's critical booster pumps.
2. On June 21, 2021, the City Council adopted the Fiscal Year (FY) 2021-2022 Budget, which includes upgrades to pumps at the Arroyo and Hubbard Booster Stations.
3. On August 16, 2021, the City Council approved Purchase Order No. 12504 (General Pump Company, Inc.) for the purchase and installation of new pump and motor assemblies located at the City's Booster Pump Stations for a not-to-exceed amount of \$66,376.60.

Consideration to Approve a Change Order to Purchase Order No. 12504 with General Pump Company, Inc. for the Purchase and Installation of New Pump and Motor Assemblies Located at the City's Booster Pump Stations

Page 2 of 3

ANALYSIS:

Current Purchase Order.

General Pump Purchase Order No. 12504, for the purchase of new pump assemblies and motors for three booster pumps, two at the Arroyo Station and one at the Hubbard Station, was approved by the City Council on August 16, 2021, for a not to exceed amount of \$66,376.60. The \$66,376.60 is derived from two proposals submitted by General Pump (Attachment "A"): \$34,559.50 for the Hubbard Station location; and \$31,817.10 for the Arroyo Station.

Change Order to Purchase Order No. 12504.

Staff is requesting an increase to Purchase Order No. 12504 in the amount of \$31,817.10 due to a misread of General Pumps' proposal for replacing pump assemblies and booster pumps at the Arroyo Station. Staff read the total cost of \$31,817.10 to be for installing new equipment on two booster pumps at the Arroyo Station. Per the revised proposal submitted by General Pump (Attachment "B"), the \$31,817.10 is actually the total cost per booster pump.

Three of the City's booster pumps, two at its Arroyo Station and one at its Hubbard Station have seen a significant decline in functionality over the past several years. To slow this decline of functionality, the City has utilized the maintenance, repair and installation services of General Pump which includes fabricating the assemblies at the booster stations.

During recent site visits, General Pump staff assessed the City's non-operational pump assemblies. Based on their assessment, General Pump determined that the pump assemblies and motors at both the Arroyo and Hubbard Booster Pump Stations needed to be replaced. Installing new pump assemblies and motors will bring the all booster pumps at the locations into operational status. This is a critical step in preparing for the Upper Reservoir Replacement Project because this will allow staff to keep the larger reservoir filled at high levels, while the smaller reservoir is demolished and replaced with a new one during construction.

BUDGET IMPACT:

The additional \$31,817.10 needed to cover the cost to purchase new motor assemblies and booster pump for the non-operational Booster No. 3 at the Arroyo Station is available within the FY 2021-2022 Adopted Budget under account 070-385-0000-4320.

CONCLUSION:

Staff recommends that the City Council authorize a change order to Purchase Order No. 12504 with General Pump Company, Inc. in an amount not to exceed \$31,817.10.

Consideration to Approve a Change Order to Purchase Order No. 12504 with General Pump Company, Inc. for the Purchase and Installation of New Pump and Motor Assemblies Located at the City's Booster Pump Stations

Page 3 of 3

ATTACHMENTS:

- A. Original Proposals – General Pump Company, Inc. – Arroyo Boosters Nos. 1 and 3; and Hubbard Booster No. 1
- B. Revised Arroyo Booster Proposal



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

July 9, 2021

Via Email: amendez@sfcity.org

City of San Fernando
117 MacNeil Street
Attn: Alex Mendez

Subject: Arroyo Booster Nos. 1 & 3 – Replacement Pump & Motor Assembly

General Pump Company is pleased to provide our prevailing wage estimate **per booster assembly** to pull and reinstall new booster pump assemblies.

According to data observed during our most recent site visit, these booster pump assemblies are locked up and the City of San Fernando as requested an estimated cost for replacement. We have produced this proposal based on the knowledge obtained from historical work conducted on Arroyo Bstr No. 2 and the assumption that the discharge heads are in reusable condition.

If the information used for this estimate differs from what is revealed following the pull and inspection, the estimate may require adjustment. Following General Pump Company's inspection, if existing parts of the assembly could be reused then a reduction in cost could be possible.

Scope of Work

Field Labor

Booster Pump Pull

- Mobilize to site, verify lock-out / tag-out electrical.
- Pull booster pump equipment and motor.
- Load on support truck.
- Sound booster can bottom.

Three Man Crew & Crane – Est. 8 Hrs. @ \$624/Hr.

\$ 4,992.00

Install New Booster Pump Assembly

- Mobilize to site
- Install booster pump equipment and motor.
- Check rotation, take lift, conduct start up testing.

Three Man Crew & Crane – Est. 10 Hrs. @ \$624/Hr.

\$ 6,240.00

Overtime – Est. 6 Man Hrs. @ \$69/Man Hr.

\$ 414.00



Shop Labor

- Pressure wash pump and prepare for disassembly, handling
- Remove pump head from bowls, remove packing box, disassemble
- Primer and paint discharge head
- Machine packing housing for external mech seal set-up
- Unassemble/Reassemble pump bowls, prep for installation
- Receive and inspect new materials, quality assurance
- Plumb mechanical seal with box air relief valve
- Retrofit SS basket strainer with vortex suppressor
- Fabricate, fit, mount and install 316 shaft guard screens.
- Inspect and Balance Adjustable Coupling
- Engineering inspection and report (included)

29 Hrs. @ \$112/Hr. \$ 3,248.00

Materials

- | | |
|--|------------|
| • New Pump Assembly Designed for 600 GPM @ 80' TDH | \$4,688.00 |
| • New Mechanical Seal Assembly for 1" shaft | \$1,820.00 |
| • 1" Line Shaft Assembly Material | \$370.00 |
| • 6" x 1" Retainers (Bronze) | \$131.00 |
| • 6" x 4 ft Water Lube Flanged Column Pipe (Qty 2) | \$2,099.00 |
| • New 15 HP, 3PH, 1760 RPM VSS Motor | \$2,410.00 |
| • SS Basket strainer with vortex suppressor | \$693.00 |
| • 6" 150# GR5 nut, bolt, and full face gasket kit | \$70.00 |
| • Miscellaneous consumables materials, flanges, fittings, & restraints | \$1,076.00 |
| • Estimated Freight | \$664.00 |

SubTotal Materials (Taxable) ***\$14,201.00***

Estimated Local Tax (10.0%) ***\$1,402.10***

Outside Service

- | | |
|--|------------|
| • Field Trim Balance of Motor and Pump, if necessary | \$1,500.00 |
|--|------------|

Total Labor, Service & Materials ***\$31,817.10***



General Pump Company's Standard Terms and Conditions apply and all invoices are Net 30-Days from date of invoice. General Pump Company's Estimated charges will not be exceeded without prior written authorization from the Owner.

Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us.

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Luis Busso, P.G.

Luis Busso
Sr. Project Geologist



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

July 14, 2021

Via Email: amendez@sfcity.org

City of San Fernando
117 MacNeil Street
Attn: Alex Mendez

Subject: Hubbard Booster #1 – New Discharge Head & Booster Assembly

General Pump Company is pleased to provide our prevailing wage quote to pull and replace your booster pump assembly.

According to data observed during our most recent site visit, the booster pump motor is currently exceeding its load capacity during regular operation. City personnel have reported that the electrical panel breakers have been tripped on several occasions when the pump starts. We have produced this proposal based on the knowledge obtained from the adjacent booster pump assembly work completed in 2019.

Scope of Work

Field Labor

Booster Pump Pull

- Mobilize to site, verify lock-out / tag-out electrical.
- Pull booster pump equipment and motor.
- Load on support truck.
- Sound booster can bottom.

Three Man Crew & Crane – Est. 4 Hrs. @ \$624/Hr.

\$ 2,496.00

Install New Booster Pump Assembly

- Mobilize to site
- Install booster pump equipment and motor.
- Check rotation, take lift, conduct start up testing.

Three Man Crew & Crane – Est. 5 Hrs. @ \$624/Hr.

\$ 3,120.00

Pipe Fabricator – Est. 3 Hrs. @ \$204/Hr.

\$ 612.00



Shop Labor

- Pressure wash pump and prepare for disassembly, handling
- Remove pump head from bowls, remove seal housing, disassemble
- Machine new SS headshaft
- Machine base plate and discharge head parallel and concentric
- Primer and paint discharge head
- Machine mech seal housing for external set-up
- Assemble pump bowls and head assembly, prep for installation
- Receive and inspect new materials, quality assurance
- Plumb mechanical seal with box air relief valve
- Clean base bolting & set SS basket strainer with vortex suppressor
- Fabricate, fit, mount and install 316 shaft guard screens.
- Engineering inspection and report (included)

28 Hrs. @ \$112/Hr. \$ 3,136.00

Materials

• Pump Assembly Designed for 900 GPM @ 63' TDH	\$5,373.00
• New Mechanical Seal Assembly	\$2,308.00
• 1-1/2" Line Shaft Assembly	\$455.00
• 6" x 1-1/2" Retainers (Bronze)	\$155.00
• 6" Machined Water Lube Column Pipe	\$819.00
• New 20 HP, 3PH, 1800 RPM Motor	\$3,810.00
• New Custom Fabricated Discharge Head (for Pressurized Can)	\$5,091.00
• Head shaft material, 416SS	\$400.00
• SS Basket strainer with vortex suppressor	\$819.00
• New Steel Base Plate	\$982.00
• Air Relief By-Pass Material	\$230.00
• 4" 150# GR5 nut, bolt, and full face gasket kit	\$70.00
• Pipe fabrication materials, flanges, fittings, & restraints	\$1,308.00
• Estimated Freight	\$1,085.00

SubTotal Materials (Taxable) **\$22,905.00**

Estimated Local Tax (10.0%) **\$2,290.50**

Total Labor, Service & Materials **\$34,559.50**

General Pump Company's Standard Terms and Conditions apply and all invoices are Net 30-Days from date of invoice. General Pump Company's Estimated charges will not be exceeded without prior written authorization from the Owner.



Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us. Material lead time is approximately 6 to 8 weeks upon notice to proceed.

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Luis Busso, P.G.

Luis Busso
Sr. Project Geologist



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

October 8, 2021

Via Email: amendez@sfcity.org

City of San Fernando
117 MacNeil Street
Attn: Alex Mendez

Subject: Arroyo Booster Nos. 1 & 3 – Replacement Pump & Motor Assembly

General Pump Company is pleased to provide our prevailing wage estimate **for both booster assemblies** to be pulled and reinstall with new booster pump assemblies.

According to data observed during our most recent site visit, these booster pump assemblies are locked up and the City of San Fernando as requested an estimated cost for replacement. We have produced this proposal based on the knowledge obtained from historical work conducted on Arroyo Bstr No. 2 and the assumption that the discharge heads are in reusable condition.

If the information used for this estimate differs from what is revealed following the pull and inspection, the estimate may require adjustment. Following General Pump Company's inspection, if existing parts of the assembly could be reused then a reduction in cost could be possible.

Scope of Work

Field Labor

Booster Pump Pulls

- Mobilize to site, verify lock-out / tag-out electrical.
- Pull booster pump equipment and motor.
- Load on support truck.
- Sound booster can bottom.

Three Man Crew & Crane – Est.16 Hrs. @ \$624/Hr.

\$ 9,984.00

Install New Booster Pump Assemblies

- Mobilize to site
- Install booster pump equipment and motor.
- Check rotation, take lift, conduct start up testing.

Three Man Crew & Crane – Est. 20 Hrs. @ \$624/Hr.

\$12,480.00

Overtime – Est.12 Man Hrs. @ \$69/Man Hr.

\$ 828.00



Shop Labor for Both Boosters

- Pressure wash pump and prepare for disassembly, handling
- Remove pump head from bowls, remove packing box, disassemble
- Primer and paint discharge head
- Machine packing housing for external mech seal set-up
- Unassemble/Reassemble pump bowls, prep for installation
- Receive and inspect new materials, quality assurance
- Plumb mechanical seal with box air relief valve
- Retrofit SS basket strainer with vortex suppressor
- Fabricate, fit, mount and install 316 shaft guard screens.
- Inspect and Balance Adjustable Coupling
- Engineering inspection and report (included)

58 Hrs. @ \$112/Hr. \$ 6,496.00

Materials

- | | |
|--|------------|
| • New Pump Assembly Designed for 600 GPM @ 80' TDH (Qty 2) | \$9,376.00 |
| • New Mechanical Seal Assembly for 1" shaft (Qty 2) | \$3,640.00 |
| • 1" Line Shaft Assembly Material (Qty 2) | \$739.00 |
| • 6" x 1" Retainers Bronze (Qty 2) | \$262.00 |
| • 6" x 4 ft Water Lube Flanged Column Pipe (Qty 4) | \$4,197.00 |
| • New 15 HP, 3PH, 1760 RPM VSS Motor (Qty 2) | \$4,819.00 |
| • SS Basket strainer with vortex suppressor (Qty 2) | \$1,385.00 |
| • 6" 150# GR5 nut, bolt, and full face gasket kit (Qty 2) | \$139.00 |
| • Miscellaneous consumables materials, flanges, fittings, & restraints | \$2,152.00 |
| • Estimated Freight | \$1,328.00 |

SubTotal Materials (Taxable) **\$28,037.00**

Estimated Local Tax (10.0%) ***\$2,803.70***

Outside Service

- | | |
|---|------------|
| • Field Trim Balance of Motor and Pump, if necessary (Qty 2 in 1 day) | \$2,250.00 |
|---|------------|

Total Labor, Service & Materials for Booster Nos. 1 & 3 ***\$62,878.70***



General Pump Company's Standard Terms and Conditions apply and all invoices are Net 30-Days from date of invoice. General Pump Company's Estimated charges will not be exceeded without prior written authorization from the Owner.

Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us.

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Luis Busso, P.G.

Luis Busso
Sr. Project Geologist

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: October 18, 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 and proof of vaccination is required to enter bars, breweries, wineries, distilleries and nightclubs. Some restrictions also still exist for large events. More information is provided below.

Halloween Guidance.

On October 6, 2021, LACDPH published guidance for families and individuals on how to reduce the risk of COVID-19 while celebrating Halloween, as well as guidance for hosting Halloween Events (Attachment "B").

Receive and File an Update Regarding COVID-19 Response Efforts

Page 2 of 9

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, August 23, 2021, September 17, 2021, and most recently on September 28, 2021 to include:

- Clarifying that starting November 1, 2021, operators of Outdoor Mega Events are required to cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older.
- Effective October 7, 2021 (11:59 p.m.), bars, breweries, wineries and distilleries must require patrons 12 years and older to provide proof of COVID-19 vaccination status with a photo ID for entry. Between October 7 and November 3, 2021, all patrons must provide proof they received at least one dose of COVID-19 vaccination for entry to obtain indoor service. And, beginning November 4, 2021, all patrons 12 and older must provide proof of full vaccination against COVID-19 for entry into the facility indoor service. Children under age of two years are exempt. Additionally, by November 4, 2021, all on-site employees must provide their employer with proof of full vaccination against COVID-19.
- Effective October 7, 2021 (11:59 p.m.), nightclubs and lounges that are only open to persons 18 years and older, must require patrons and on-site personnel to provide proof of COVID-19 vaccination status with a photo ID for entry. Between October 7 and November 3, 2021, patrons must provide proof they received at least one dose of COVID-19 vaccination for entry to obtain indoor service at a nightclub or lounge. And, beginning November 4, 2021, all patrons must provide proof of full vaccination against COVID-19 for entry into the facility indoor service. Additionally, by November 4, 2021, all on-site employees must provide their employer with proof of full vaccination against COVID-19.

On September 30, 2021, LACDPH provided visual guidance on verifying Proof of a Negative COVID-19 Test and Proof of COVID-19 Vaccination (Attachment “B”).

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. Key COVID-19 related metrics for the County of Los Angeles and City of San Fernando are included as Attachment “C”.

Receive and File an Update Regarding COVID-19 Response Efforts

Page 3 of 9

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 “D”). Note that in the workplace, workers have to follow Cal/OSHA mask requirements.

Fully vaccinated individuals are not required to wear a mask, except in places where EVERYONE is required to wear a mask. Businesses can ask for proof of vaccination and deny entry to anyone that does not provide it. A digital COVID-19 vaccination card that can be stored on a mobile phone is available at <https://myvaccinerecord.cdph.ca.gov/>.

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.)
- At outdoor Mega Events (events with over 10,000 attendees like concerts, sports games, and parades).
- In any outdoor location where it is the policy of the business or venue.

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 and on August 14, 2021, a third (booster) dose of the Pfizer vaccine became available to residents who received the second of the two-dose Pfizer vaccine at least six months ago and are either:

- 65 years old and over;
- Residents of long-term care facilities;
- 18 to 64 years old with underlying medical conditions; or
- 18 to 64 years old with high institutional or occupational risk, including healthcare workers, first responders, teachers and day care staff, grocery workers, and workers in homeless shelters or prisons.

Receive and File an Update Regarding COVID-19 Response Efforts

Page 4 of 9

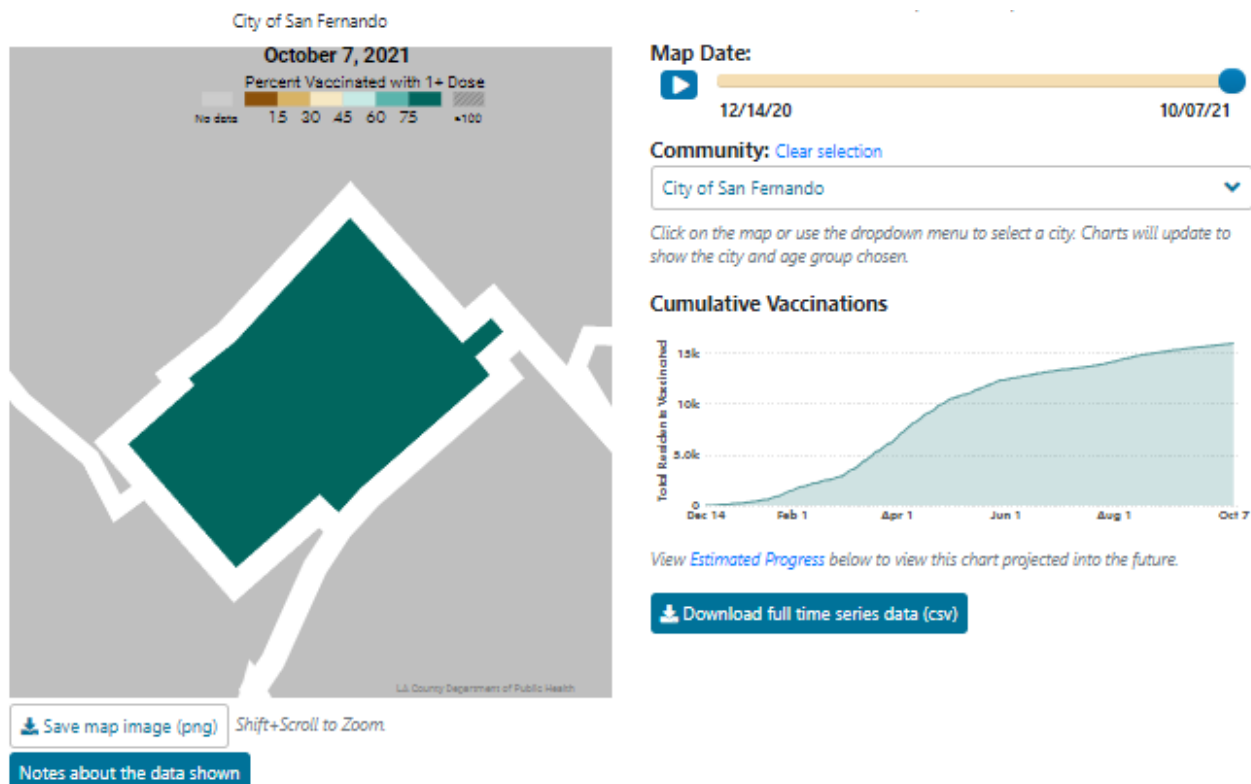
Residents who received the Moderna or Johnson & Johnson vaccines will need to wait until the FDA reviews the data and determines the need for and safety of boosters for these vaccines.

Los Angeles County residents in have multiple options to register for an appointment to receive the COVID-19 vaccine:

- California Department of Public Health Online portal: [MyTurn.ca.gov](https://myturn.ca.gov)
- LACDPH Online portal: [VaccinateLACounty.com](https://vaccinate.lacounty.gov)
- Los Angeles Fire Department Online portal: [CarbonHealth.com/COVID-19-Vaccines](https://carbonhealth.com/COVID-19-Vaccines)
- LACDPH Call Center (between 8 am and 8:30 pm): (833) 540-0473

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

Per data provided by LACDPH as of October 7, 2021: 16,019 (76.4%) of San Fernando residents over the age of 12 and 2,434 (94.6%) of San Fernando residents over the age of 65 have received at least one dose of the COVID-19 Vaccine.

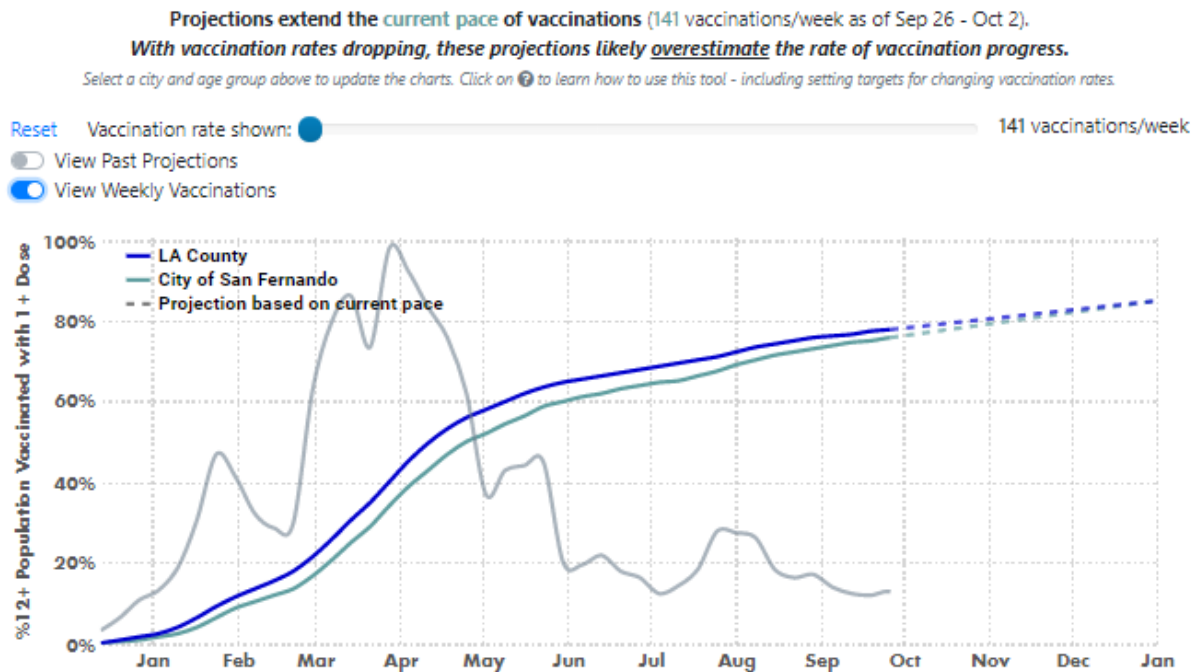


- Vaccination data are analyzed from the California Immunization Registry (CAIR) for the age group selection of LA County residents. Data may fluctuate, and the number of vaccinations reported in recent days may be incomplete.
- Population data derived from July 1, 2019 Population and Poverty Estimates, prepared by Hedderson Demographic Services for Los Angeles County Internal Services Department, released 05/26/2020. Population estimates for cities/communities of less than 500 people may be unreliable.
- Individuals whose addresses are not valid and who could not be mapped to a city or community are not included in the map or the data download.
- The charts of 'New Vaccinations By' and 'Cumulative Vaccinations' include residents without valid addresses.
- The chart of 'Cumulative Vaccinations' presents persons vaccinated with at least one dose of vaccine.
- Dates displayed correspond to the date each resident received their first dose.
- Communities with an indication of 'Unreliable Data' include those with fewer than 5 people who have been vaccinated or over 100% of the population has been vaccinated. Unreliable data are not included in the data download file.
- Santa Catalina Island's location on the map has been adjusted for web display. San Clemente Island is not displayed.
- Select data for ages 12-17 by city/community had errors prior to 7/28/2021. The issue has been resolved, but please discard any files with age 12-17 data downloaded prior to 7/28/2021. All other age group and city/community data were not impacted by these issues.

Receive and File an Update Regarding COVID-19 Response Efforts

Page 5 of 9

Through October 7, 2021, 76.4% of San Fernando's 12+ population and 94.6% of the City's 65+ 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.

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

Receive and File an Update Regarding COVID-19 Response Efforts

Page 6 of 9

	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 October 2021 and November 2021:

- San Fernando Recreation Park (208 Park Ave., San Fernando): 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 Saturday, 8 am to 4 pm
 - Vaccine (Pfizer), including Booster Dose for eligible residents – Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm
 - Public Assistance Program Information – Monday through Saturday, 8 am to 4 pm
 - Free Wellness Checks – Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm
- San Fernando Community Health Center (732 Mott St., San Fernando): On November 13, 2021, there will be a mobile vaccination clinic offering the Pfizer and Johnson & Johnson vaccines. Walk-ins are welcome. Residents may register online at MyTurn.ca.gov.
- Vaughn International Studies Academy Vaccination Clinic for Seniors Age 65+ (11505 Herrick Ave., Pacoima): There will be a mobile vaccination clinic every Monday, Wednesday and Friday. Residents may call (818) 847-3860 to schedule an appointment.

Receive and File an Update Regarding COVID-19 Response Efforts

Page 7 of 9

- 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 “F”), and COVID-19 Vaccine Scams (Attachment “G”) 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.

Receive and File an Update Regarding COVID-19 Response Efforts

Page 8 of 9

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 December 2021.

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

Limited outdoor recreation programming and service have resumed at most of the City parks with the condition that the County of Los Angeles Protocols for Organized Activities are implemented. Las Palmas Park and Recreation Park are currently offering limited indoor recreational programs and services. For more information regarding the programs and services being offered please visit the Recreation and Community Services webpage ([SFCITY.ORG/SFRecreation](https://www.sfcity.org/SFRecreation)) or call (818) 898-1290.

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.

Receive and File an Update Regarding COVID-19 Response Efforts

Page 9 of 9

ATTACHMENTS:

- A. California is Open – What does this mean?
- B. Halloween Guidance
- C. Verifying Proof of a Negative COVID-19 Test and Proof of COVID-19 Vaccination
- D. City of San Fernando and LA County Daily COVID-19 Data – as of September 14, 2021
- E. Masking Guidance
- F. COVID-19 Vaccine Frequently Asked Questions
- G. COVID-19 Vaccine Scams
- H. COVID-19 Variants
- I. 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.

HAVING A SPOOKY AND COVID-SAFE HALLOWEEN

Guidance for Families and Individuals



This guide has suggestions on how to reduce your risk of COVID-19 while celebrating Halloween. Luckily many Halloween activities can be held outside, but there are still risks to consider, especially with the level of COVID-19 circulating in the community.

When planning your Halloween activities, think about your and your family's level of risk and remember where COVID-19 spreads more easily:

- **Closed spaces** with poor air flow
- **Crowded places** with many people nearby
- **Close contact settings** especially where people are talking, laughing, screaming, or breathing heavily close together.

If there are unvaccinated persons in your household, choose the safer Halloween options. This is especially important for unvaccinated older adults or people with certain medical conditions, or vaccinated persons with weakened immune systems. Visit the [Reducing Risk](#) website to learn more about staying safe and preventing the spread of COVID-19.



Get Vaccinated Now To Be Ready For Halloween. If you and/or your family are eligible for COVID-19 vaccination, make it a priority to get vaccinated as soon as possible. This will provide extra protection while celebrating the holiday. Get vaccinated against the flu as well.

SAFER HALLOWEEN OPTIONS

Safer Halloween options are situations where it is easier to keep a distance from others, wear a face mask correctly, and avoid mixing with a lot of different people, especially if you don't know their vaccination status and recent risks.

Ideas For Safer Activities Include:

- A scavenger hunt - give your kids a list of Halloween-themed things to look for outdoors, like different types of decorations. Keep a distance from people outside your household.
- Hold a virtual costume party online.
- Exchange candy with families you know. Drop off a Halloween treat at the doorstep to surprise the kids.
- Trick-or-treat inside your home by hiding candy for your kids to find. For a fun surprise, hide yourself, too!
- Have a spooky movie night or a Halloween craft or pumpkin carving party with the family.
- Organize a neighborhood costume parade outdoors. Don't forget to physically distance. Bring and wear a face mask in case it gets crowded.



TRICK-OR-TREATING

Door-to-door trick-or-treating brings many different households into close contact, especially if people gather on doorsteps and walkways or congregate at popular sites. "Trunk or treating" (where trick-or-treaters go from car to car instead of door to door to receive treats) can have similar risks.

HAVING A SPOOKY AND COVID-SAFE HALLOWEEN

Guidance for Families and Individuals



Here are ways to make these activities safer:

Trick-Or-Treaters

- **Keep your group small.** Limit your group to your immediate household or to a small group that you know well. Avoid mixing with many different families. Don't be afraid to ask about people's vaccination status and recent risks before deciding who is safe to trick-or-treat with.
- **Wear a face mask.** Be creative and make your face mask part of your costume. A costume mask is NOT a substitute for a face mask that protects against COVID-19.
 - o Do not wear a costume mask over a face mask. It can make breathing more difficult.
 - o Wear a face mask if you are in a crowded outdoor place and if you must be indoors with others.
 - o Make sure that everyone in your group wears a face mask consistently and correctly if your group includes different households, especially if there are people who are not fully vaccinated.
- **Keep your distance from other groups of trick-or-treaters.** Wait on the sidewalk at least 6 feet from other groups. Don't gather with other groups on porches and at front doors.
- **Keep hands clean.** Carry hand sanitizer so that kids can clean their hands while trick-or-treating. Remind kids to not eat or touch their face with unclean hands.
- **Be flexible.** If a house or street is crowded, come back later or go to another less crowded street.
- **Avoid indoor spaces.** Wear masks at all times when you are indoors with people from other households.



Treaters

If you want to give out treats, think about the level of risk you're willing to take. If you greet people at the door, you will be in close contact with many different people. If you are not fully vaccinated or you are at high risk for getting sick from COVID-19, opt for safer Halloween choices.

Reduce Risk When Giving Out Treats:

- Give out treats outdoors.
- Set up a grab and go treat station outside your door. Place goodie bags at least 6 feet away from you for families to pick up.
- Wear a face mask if you answer the door to trick-or-treaters. Consider wearing a face mask that provides a higher level of protection such as an N95 respirator or double mask (wear a cloth face mask over a surgical mask).
- Use tape to mark spots six feet apart on the way up to your door where people can wait.
- Use fun ways to give the candy while keeping your distance. Such as sliding the candy down a wrapping paper tube into trick-or-treat bags.



HAVING A SPOOKY AND COVID-SAFE HALLOWEEN

Guidance for Families and Individuals



HALLOWEEN TIPS FOR ALL AGES

Halloween is not just a holiday for kids, so here are some tips for teen werewolves and adult ghosts and ghouls:

- **Keep gatherings small and outdoors.** If it must be indoors, improve the air flow by opening windows and doors if it is safe to do so.
- **Avoid indoor haunted houses where people may crowd together and scream.** People spray tiny droplets when they yell or scream. The droplets can build up indoors, increasing the risk of spreading COVID-19 if someone is infected.
- **Avoid crowded places.** Being in crowds, especially indoors, puts you at a higher risk.
- **Wear a face mask.** Incorporate a face mask that covers your nose and mouth snugly into your costume. A costume mask is NOT a substitute for a face mask that protects against COVID-19. Wear the mask whenever you are inside with other people or in crowded outdoor spaces.
- **Be flexible.** Be willing to change your plans or leave if you feel uncomfortable or find yourself in a place where COVID-19 can spread more easily. For example, indoors in a loud crowded bar or restaurant with a lot of people who are not wearing face masks.

Thank you for helping to reduce the risk of COVID-19 for neighbors, children, and everyone in the community. Have a happy and safe Halloween!



GETTING VACCINATED IS THE BEST WAY TO PROTECT AGAINST COVID-19.

To find a free vaccine near you, visit [VaccinateLACounty.com](https://www.vaccinatelacounty.com) and click on "[How To Get Vaccinated](#)" or call the Public Health Vaccine Call Center at **833-540-0473**, open daily **8:00 am to 8:30 pm**. No appointment is needed at many locations and free transportation may be available. You do not need insurance and you will not be asked about your immigration status. In-home vaccination is available for people who are home-bound.



Best Practices to Prevent COVID-19

Guidance for Hosting Halloween Events

For the latest version of this guidance, please check ph.lacounty.gov/acd/ncorona2019/bestpractices

Updates:

10/7/2021: Updated to discourage the use of bounce houses and other enclosed inflatables for Halloween celebrations.

This guide has suggestions about how to reduce the risk of COVID-19 while hosting Halloween events. Luckily, many Halloween activities can be held outside and mask wearing is part of the holiday, but there are still risks given the ongoing community transmission of COVID-19 and the widespread presence of the very infectious Delta variant.

Per published reports, factors that increase the risk of infection, including transmission to people more than 6 feet away, include:

- **Enclosed spaces with inadequate ventilation or air handling** that allow for build-up of exhaled respiratory fluids, especially very fine droplets and aerosol particles, in the air space.
- **Increased exhalation of respiratory fluids** that can occur when an infectious person is engaged in physical exertion or raises their voice (e.g., exercising, shouting, singing).
- **Prolonged exposure** to these conditions.

In general, outdoor Halloween activities where there is ample space and ventilation, such as outdoor costume parties, pumpkin patch visits, outdoor ghost tours, or hayrides are safer than crowded indoor events such as haunted houses tours, indoor costume parties, or spooky indoor performances.

Below is a summary of requirements and best practices for businesses and venues that host Halloween events to enhance safety for their workers, customers, and communities, and lower the risk of COVID-19 transmission within their establishments. In addition to this information, please remember:

- Businesses and venues that host Mega Events (indoor events with more than 1,000 attendees or outdoor events with more than 10,000 attendees) must follow the [Health Officer Order](#) requirements for Mega Events.
- Businesses and venues that serve food and beverages should follow DPH Best Practice Guidance for [Food and Beverage Services](#). Nightclubs, bars, lounges, breweries, wineries and distilleries must additionally follow the [Health Officer requirements](#) for these businesses.

Follow mask rules for employees and attendees

- ✓ **Follow mask rules for the employees and attendees:** All persons attending indoor and outdoor Mega Events are required to bring and wear masks, regardless of vaccination status, except while **actively** eating and drinking in designated areas. Attendees must also wear masks at outdoor events when they enter indoor areas, such as restrooms, restaurants, retail

Best Practices: Guidance for Hosting Halloween Events

shops, concourses, or concession stands, even if the event is not large enough to be considered a Mega Event.

- ✓ **Costume masks are not a substitute for a COVID-19 face mask.** Be vigilant about customers wearing masks and, if employees are dressed in costume, consider ways to make their face mask part of their costume. Costume masks should not be worn over a face mask as it may make breathing more difficult.
- **Use your online outlets and [signage](#) at the entry to your business** to explain your Halloween business COVID-19 policies, including the requirement that everyone must wear a facemask mask (not costume mask) while indoors on your premises and the message that visitors must not enter the premises if sick or symptomatic.

Screen attendees

- ✓ **Screen guests, staff, performers, and crew for symptoms¹** before they attend the event and ask them not to attend if they have symptoms of COVID-19 or if they are under isolation or quarantine orders.
- ✓ **Consider requiring all guests to be either fully vaccinated²** against COVID-19 or to have had a negative COVID-19 test within 72 hours of attending your indoor event.
- ✓ **Post [signage](#)** to remind everyone who enters your establishment (including customers, vendors and delivery people) that they should NOT enter if they have symptoms of COVID-19 or if they are under isolation or quarantine orders.

Reduce crowding

- ✓ **Implement policies and practices that support physical distancing:** Whenever possible, take steps to reduce crowding and enable employees and customers to physically distance from each other – generally at least 6 feet of distance (about 2 arm lengths) is recommended, although this is not a guarantee of safety, especially in enclosed or poorly ventilated spaces.
- ✓ **Avoid the use of attractions such as bounce houses** and other enclosed inflatables. Bounce houses increase the likelihood of crowding, make it difficult for children to keep their masks on, and allow for the build-up of exhaled particles in an enclosed area.
- ✓ **Establish procedures to prevent crowding** among persons waiting to enter or exit your event and designate staff to help attendees move through the event space.

¹ Symptoms may appear 2-14 days after being exposed to the virus and may include: fever or chills, cough, shortness of breath/difficulty breathing, new loss of taste or smell, fatigue, runny or stuffy nose, muscle or body aches, headache, sore throat, nausea or vomiting, or diarrhea. This list does not include all possible symptoms of COVID-19. Some people with COVID-19 never get symptoms. Visit ph.lacounty.gov/covidcare to learn more about what to do if you are sick.

² 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. If it is less than 2 weeks after your second or only dose, you do not have enough protection from the COVID-19 virus. It takes time for your body to build immunity. Continue to take prevention steps until 2 weeks have passed.

Best Practices: Guidance for Hosting Halloween Events

- ✓ Use tape, signs, or other visual cues such as decals or colored tape on the floor, placed six feet apart, to guide customers about where to stand to avoid crowding and to encourage distancing where lines may form.
- ✓ Consider using strategies such as timed ticketing for Halloween attractions such as haunted houses, ghost tours, and hayrides, or limit your venue capacity if you are hosting a Halloween party or performance.
- ✓ If possible, maintain or expand your outdoor capacity to enable more guests to eat and socialize outside where ventilation is better.

Serving food and beverages

- ✓ Follow [DPH Food and Beverage Service recommendations](#) if you serve food or beverages at your event.
- ✓ **Dining outdoors is best**, especially for customers who are not fully vaccinated against COVID-19.
- ✓ **If dining indoors**, it is recommended that you reserve indoor spaces as much as possible for persons that provide verification that they are fully vaccinated against COVID-19. Seat those who are not verified as being fully vaccinated in an outdoor service area whenever possible.
- ✓ Have a separate area in your venue for drinking and dining to minimize mixing of people who are wearing masks continuously and those who are removing their masks while they are actively eating or drinking. Diners must be sitting or standing in a stationary place or in their ticketed seat while eating or drinking.
- ✓ **If handing out candy or party favors**, set up a station with individually packaged bags so customers can grab and go. If possible, offer several stations where customers can pick up candy to reduce crowding.

Hosting a safe trick-or-treat

- ✓ Some businesses, such as indoor malls and downtown shopping districts like to host trick-or-treat events to encourage families to visit. **If possible, set up trick-or-treat events outside.**
- ✓ Treats should be limited to commercially packaged non-perishable treats.
- ✓ Set up a station with individually packaged bags so trick-or-treaters can grab and go at each stop. If possible, offer several stations at your site where trick-or-treaters can pick up candy to reduce crowding.
- ✓ If staff help give out treats, make sure they wear a face mask, even if outside.
- ✓ Help reduce crowding by providing visual guides, so trick-or-treaters know how to move through your station and to their next destination.

Support handwashing

- ✓ Offer hand sanitizer at the entry of your facility with signage promoting use.

Best Practices: Guidance for Hosting Halloween Events

- ✓ Place handwashing stations or hand sanitizer at entry and outside communal bathrooms with signage promoting use. Employees handling food are required to wash their hands as outlined in the CRFC.
- ✓ Posters in multiple languages that [remind people to wash or sanitize their hands](#) and show [how to wash their hands](#) are available in the [signage section](#) of the [Best Practices for Businesses and Employers](#) webpage.

Ventilate

- ✓ If your event is held indoors, make sure your building's HVAC system is in good, working order.
- ✓ **Maximize ventilation.** Options include installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in all working areas.
- ✓ When weather and working conditions allow, increase fresh outdoor air by opening windows and doors. Consider using fans to increase the effectiveness of open windows – position window fans to blow air outward, not inward.
- ✓ Decrease occupancy in areas where outdoor ventilation cannot be increased. Consider use of carbon dioxide monitors to monitor the effectiveness of your ventilation in more densely occupied indoor spaces.
- ✓ If your event is held indoors and has performers that will generate aerosols (such as singers or musicians playing wind or brass instruments) take the following steps:
 - ✓ Assess the direction of the air flow in the room to determine where the air is exiting the room. In buildings with HVAC systems, this will be the air-return vents; if doors or windows are open, check the direction that the air is flowing.
 - ✓ During performances (including rehearsals), position aerosol-generating performers closer to the locations where the air is exiting the room.
- ✓ Keep your background music volume low so that customers and employees do not have to talk loudly to be heard.
- ✓ See State [Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments](#).

Communicate

- ✓ Post [signage](#) so that customers who are entering your venue are aware of your Halloween COVID-19 safety policies, including the requirement that all customers must wear a face mask while indoors except when actively eating and drinking.
- ✓ Assign staff to remind attendees that they must wear a face mask at all times when indoors or in all areas of the venue when attending an outdoor Mega Event, except when they are actively eating or drinking, as specified above.

Best Practices: Guidance for Hosting Halloween Events

- ✓ Use advanced registration as much as possible for your event so you know how many people will attend. Advanced registration can also help you to convey your COVID-19 safety plans to guests before they attend.
- ✓ Use your online platforms to communicate your Halloween COVID-19 safety policies to the public, including the requirement that all attendees must wear a face mask while indoors or when attending an outdoor Mega Event.



Verifying Proof of a Negative COVID-19 Test

How to verify if a person has a negative test for COVID-19

- 1 **Confirm person's name and, if listed, birthdate on the test result matches their photo ID, AND**
The documentation of the COVID-19 test result must show that:
 - 2 **The test result is negative** (see below), AND
 - 3 **The test was taken within the last 72 hours**, AND
 - 4 **The type of test is antigen (Ag) or PCR/NAAT COVID-19 or SARS-CoV-2**, AND
 - 5 **The result is from a laboratory or healthcare or test provider or patient platform for the healthcare provider** (e.g., Healthvana, CommonPass, CLEAR Health Pass)
(A COVID-19 self-test, sometimes referred to as "home test," is not acceptable.)

See examples below. The result can be a printed copy or on a phone (e.g., digital health record or email or text message from a test provider or laboratory).

What you'll see that indicates it was a COVID-19 PCR/NAAT or antigen test

Polymerase Chain Reaction/Nucleic Acid Amplification (PCR/NAAT) Tests

include, but are not limited to:

- Reverse transcription polymerase chain reaction (RT-PCR)
- Quantitative PCR (qPCR)
- Reverse transcription loop-mediated isothermal amplification (RT-LAMP)
- Transcription-mediated amplification (TMA)
- Molecular test or molecular diagnostic test
- Isothermal amplification
- Droplet Digital PCR or digital droplet PCR (ddPCR)
- Clustered regularly interspaced short palindromic repeats (CRISPR)

Antigen (Ag) tests

include, but are not limited to:

- Rapid antigen test
- Viral antigen test
- Antigen Chromatographic Digital Immunoassay
- Antigen Chemiluminescence Immunoassay
- Antigen Lateral Flow Fluorescence

COVID-19 serology tests, noted as antibody or Ab, IgG or IgM, are blood tests and not acceptable.

The test result you'll see that verifies the test was negative

. Words or phrases describing a negative test could include, but are not limited to:

- NEGATIVE
- SARS-CoV-2 RNA NOT DETECTED
- COVID-19 NOT DETECTED
- UNDETECTABLE
- SARS-CoV-2 ANTIGEN NOT DETECTED
- NOT REACTIVE

Results marked "Invalid" are not accepted.

Check the:

- 1 Name matches photo ID
- 2 Result is negative
- 3 Test was performed within the last 72 hours
- 4 Test is PCR or antigen
- 5 Provider, laboratory, or patient platform for healthcare provider
(e.g., Healthvana, CommonPass, CLEAR Health Pass)

5 Anytown Laboratory
Test Result

PATIENT/CLIENT	SPECIMEN
1 John Doe 123 Main Street, Anytown, CA 90000 DOB: 01/01/2001	3 Collected: 02/02/2021 Reported: 02/03/2021

ORDERING PROVIDER John Smith

4 Test: COVID-19 PT-PCR 2 Result: NEGATIVE

Done ⋮

Healthvana COVID-19

Example Patient 1

Test Performed:
2021-08-02 3

TEST TYPE	RESULT	LAB NAME
COVID-19 RT-PCR 4	Negative 2	Fulgent Genetics 5

Sample

Apple Wallet

Common Pass

CommonPass

COVID-19 Negative

FOR TRAVEL TO ARUBA

VALID THROUGH	DAYS SINCE TEST
Mar 14, 2021	2

NAME
Rebecca Lee Crumpler

DATE OF BIRTH
February 8, 1831

ID TYPE JURISDICTION
Passport USA

ID NUMBER
735604209

c004c104724d4e3097c7f7d4f1a418c11

CLEAR Health Pass

9:41 📶 🔋

HEALTH PASS + ⌵

John Smith

Organization

EXPIRES IN 11:50:30

SHOW MORE INFO

Healthvana

Los Angeles County Visual Guidance

Verifying Proof of COVID-19 Vaccination



How to verify if a person is fully vaccinated

- ✓ Check to see if the name on the vaccination record matches a photo ID, AND
- ✓ Check proof of COVID-19 vaccination for vaccination type and date(s) (a and b on image)
 - If Johnson & Johnson (J&J), verify single dose with date 14 days prior to today
 - If Pfizer or Moderna, verify two doses with dates. The most recent dose being 14 days prior to today

Types of acceptable proof of COVID-19 vaccination

A. Vaccine Record Card or Health Record

- **CDC COVID-19 Vaccination Record Card** (White Card)
- **World Health Organization (WHO) Vaccine Record Card** (Yellow Card)
- **Documentation of vaccination from the healthcare provider or entity that provided the COVID-19 vaccines**
- **California Immunization Registry (CAIR2) Vaccination Record**

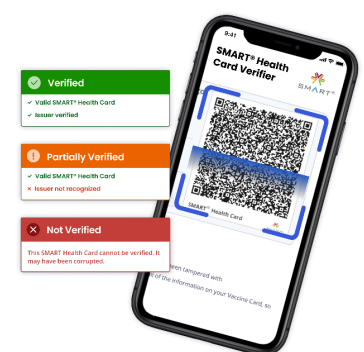
The person can show the card, a photo of the card as a separate document, or a photo of the card stored on a phone or electronic device.

B. Digital Vaccination Record

Issued by:

- **California Department of Public Health (CDPH)**
- **An approved company** e.g., Healthvana, Carbon Health, CommonPass, CLEAR Health Pass, VaxYes)

Businesses can download the free SMART Health Card verifier app to read the QR code on many of these apps (thecommonsproject.org/smart-health-card-verifier). Scan the code and confirm there's a green "Verified" indicator at the top of the



For visitors from other state or countries, ask for similar vaccination documentation issued by their local government.

A person who was vaccinated outside the US is considered to be fully vaccinated 14 days after they finish a series of a COVID-19 vaccine that vaccine is listed for emergency use by the World Health Organization (WHO) – currently AstraZeneca-Oxford (e.g., Covishield, Vaxzevria), Sinopharm, and Sinovac.

For more information, visit the [vaccine records](#) at VaccinateLACounty.com

EXAMPLES OF VACCINATION RECORDS

California Department of Public Health Digital Vaccination Record



Verified
✓ Valid SMART® Health Card
✓ Issuer verified

Partially Verified
✓ Valid SMART® Health Card
✗ Issuer not recognized

Not Verified
✗ This SMART Health Card cannot be verified. It may have been corrupted.



CDPH Digital Vaccination record after being scanned by the SMART Health Card Verifier App.

People who were vaccinated in California can get a free digital COVID-19 Vaccination Record at myvaccinerecord.cdph.ca.gov.

CDC Vaccination Record Card

COVID-19 Vaccination Record Card

Please keep this record card, which includes medical information about the vaccines you have received.
Por favor, guarde esta tarjeta de registro, que incluye información médica sobre las vacunas que ha recibido.

SMITH JANE
Last Name First Name MI
01/01/1960 00123456
Date of birth Patient number (medical record or IIS record number)

Vaccine	Product Name/Manufacturer Lot Number	Date	Healthcare Professional or Clinic Site
1 st Dose COVID-19	MODERNA PFIZER / J+J 000A01B	03/03/2021	a
2 nd Dose COVID-19	MODERNA PFIZER 001B00A	03/17/2021	b
Other			
Other			

Healthvana



WHO (World Health Organization) Vaccination Record Card

INTERNATIONAL CERTIFICATE OF VACCINATION OR PROPHYLAXIS

Paul Jones
23 May 1968 Male
British
A. Wan
Covid-19

CERTIFICAT INTERNATIONAL DE VACCINATION OU DE PROPHYLAXIS

Nous certifions que [nom] a été vacciné(e) le [date] de [nationalité] et de [nationalité] document d'identification national, le cas échéant dans la signature suit a été vacciné(e) en vertu des agents prophylactiques à la date indiquée ci-dessous (date, de la signature ou de la date).

Vaccine or prophylaxis	Date	Signature and position of administering center	Manufacturer and batch no. of vaccine or prophylaxis	Country of origin of the vaccine or prophylaxis	Official stamp of the administering center
Poliomyelitis	11 June 2014	A. N. O. R. N. R. G. N.	Sanofi Pasteur MSD 1234-5	11 June 2014	Practice or UK FVC Stamp P.
Covid-19			Moderna 000A01B	3-3-21	a
Covid-19			Moderna 000A01B	3-17-21	b

California Immunization Registry (CAIR2) Vaccination Record

IMMUNIZATION RECORD
Comprobante de Inmunización

Name **John Doe**
Birthdate **05/04/1964** Sex **Male**

Allergies
Vaccine Reactions

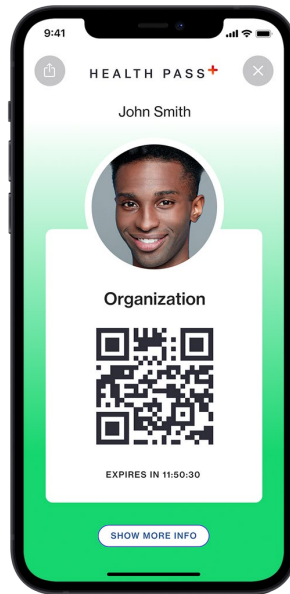
History of Chickenpox **No** Date Printed **06/09/2021**

RETAIN THIS DOCUMENT - CONSERVE ESTE DOCUMENTO

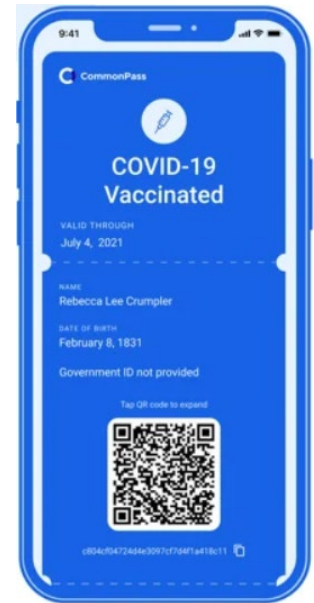
Vax Yes



CLEAR Health Pass



Common Pass



Carbon Health COVID-19 Health Pass

Vaccination Details

Pfizer Vaccine (1 of 2)
 March 10, 2020 at 7:32am

MANUFACTURER	LOT NUMBER
Pfizer	EL9988

LOCATION
San Fernando Clinic LA

Verified

Pfizer Vaccine (2 of 2)
 April 4, 2020 at 9:45am

MANUFACTURER	LOT NUMBER
Pfizer	EL9988

LOCATION
San Mateo Medical Center

Verified

COVID19 Health Pass
 MAR 10 2021 09:28:13 AM

Lauren Annelise Rochford
 Female · 48 yo

Pfizer Vaccine
 Mar 10, 2021
 Verified

Sharing
<https://carbonhealth.com/a1siXsja...>
 Viewed 78 times

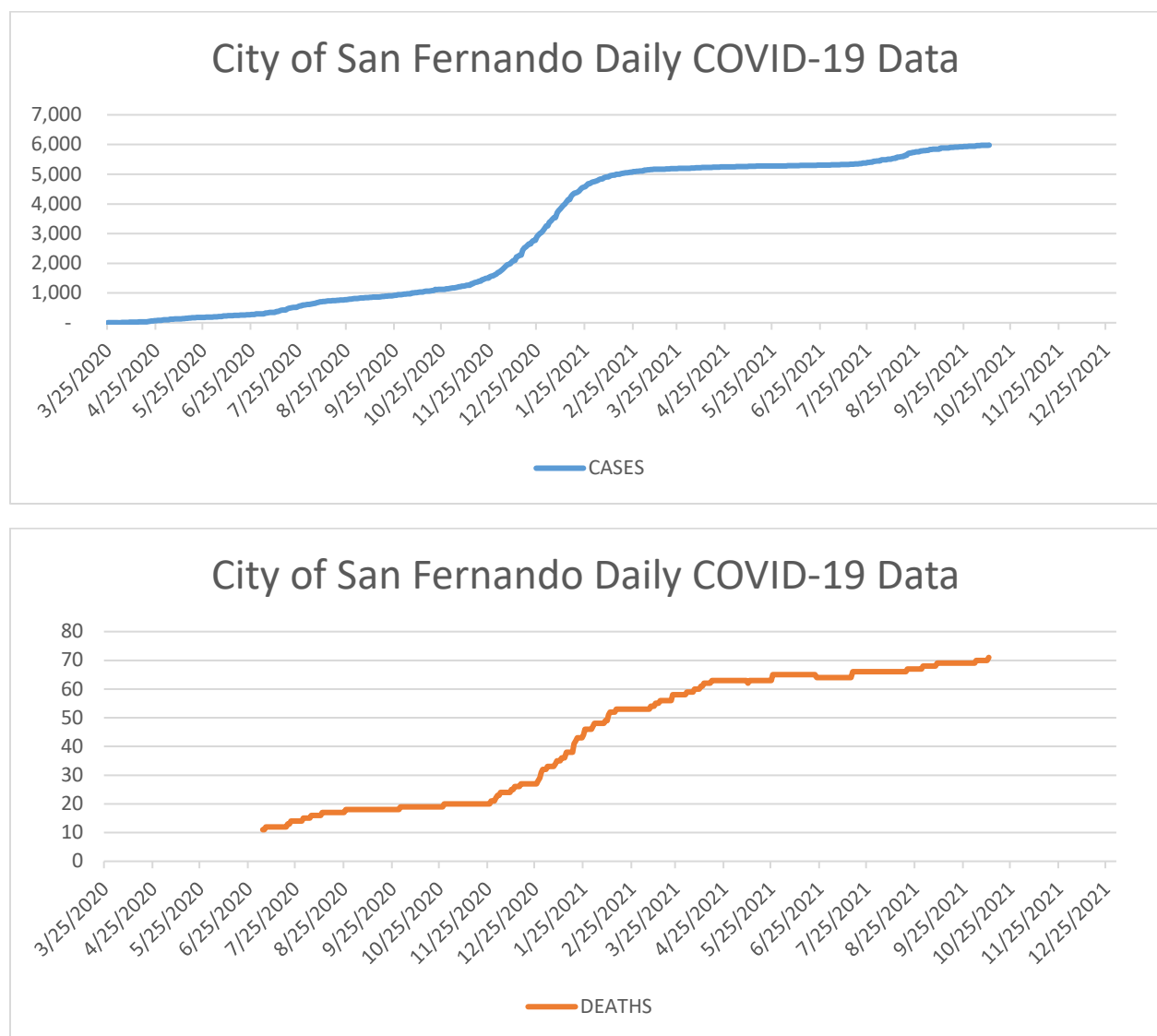
Copy URL

Learn more

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 October 11, 2021)**Total Cases: 5,979****Total Deaths: 71**

Los Angeles County Daily COVID-19 Data

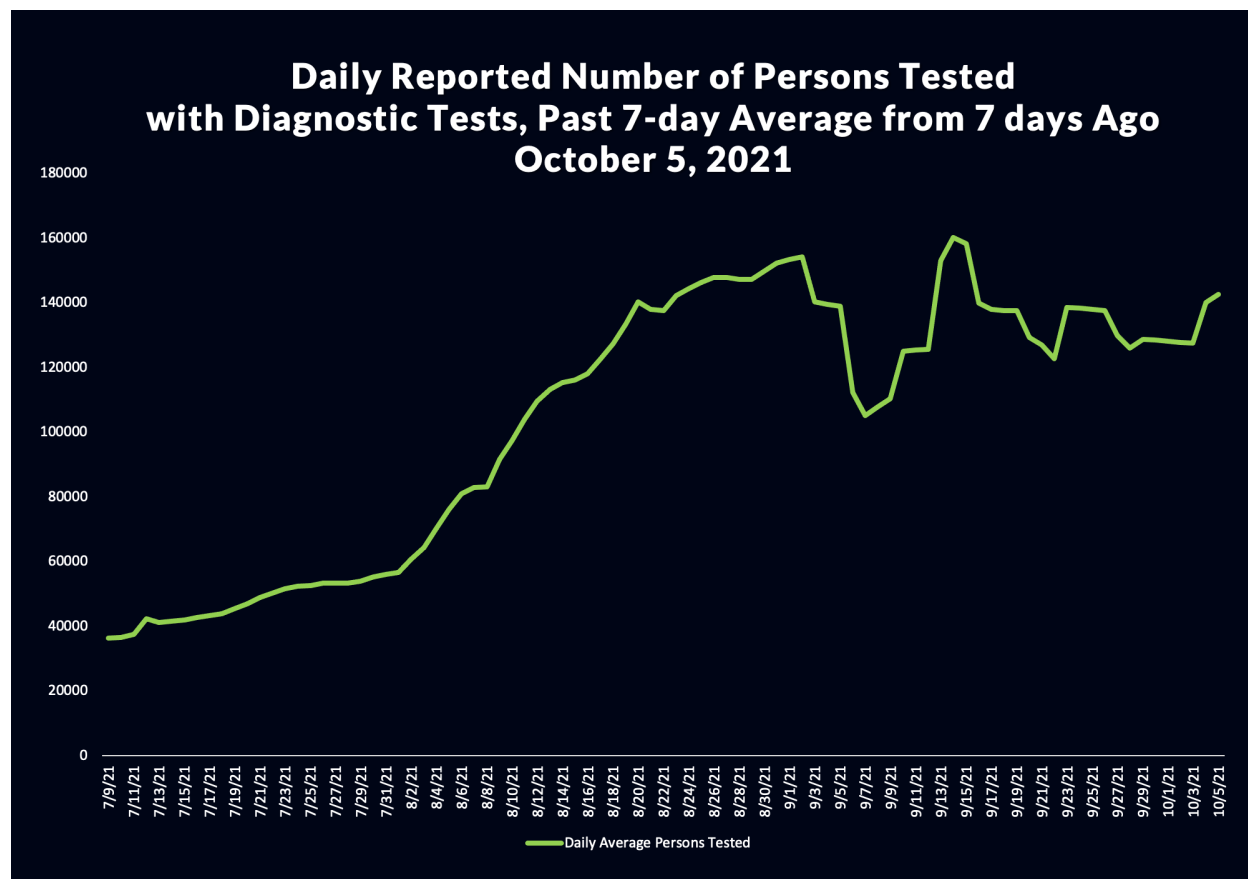
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 10/13/21 @ 9 am.

Graph 1: Daily Reported Persons Tested for COVID-19

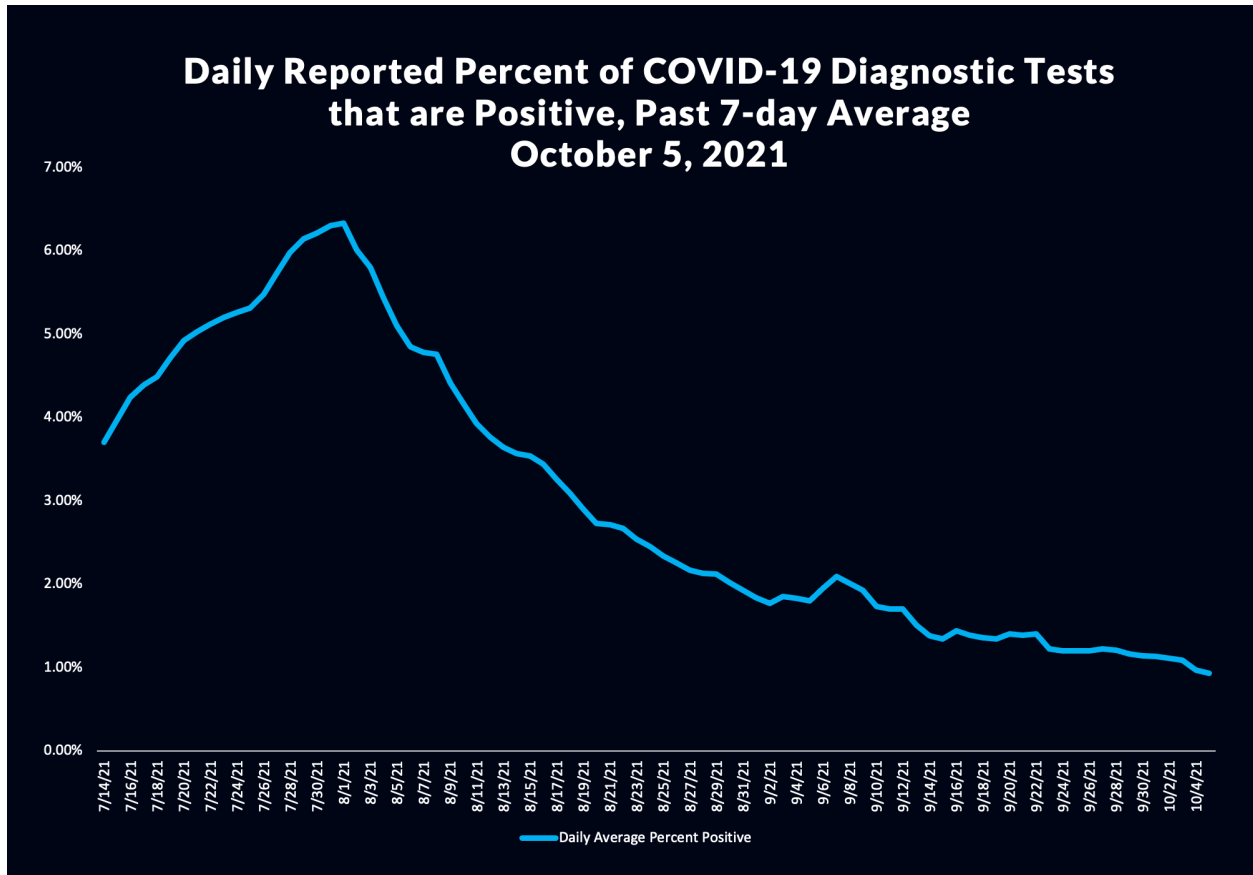
7-Day Daily Average: 142,722

Total Number of People Tested: 8,804,818



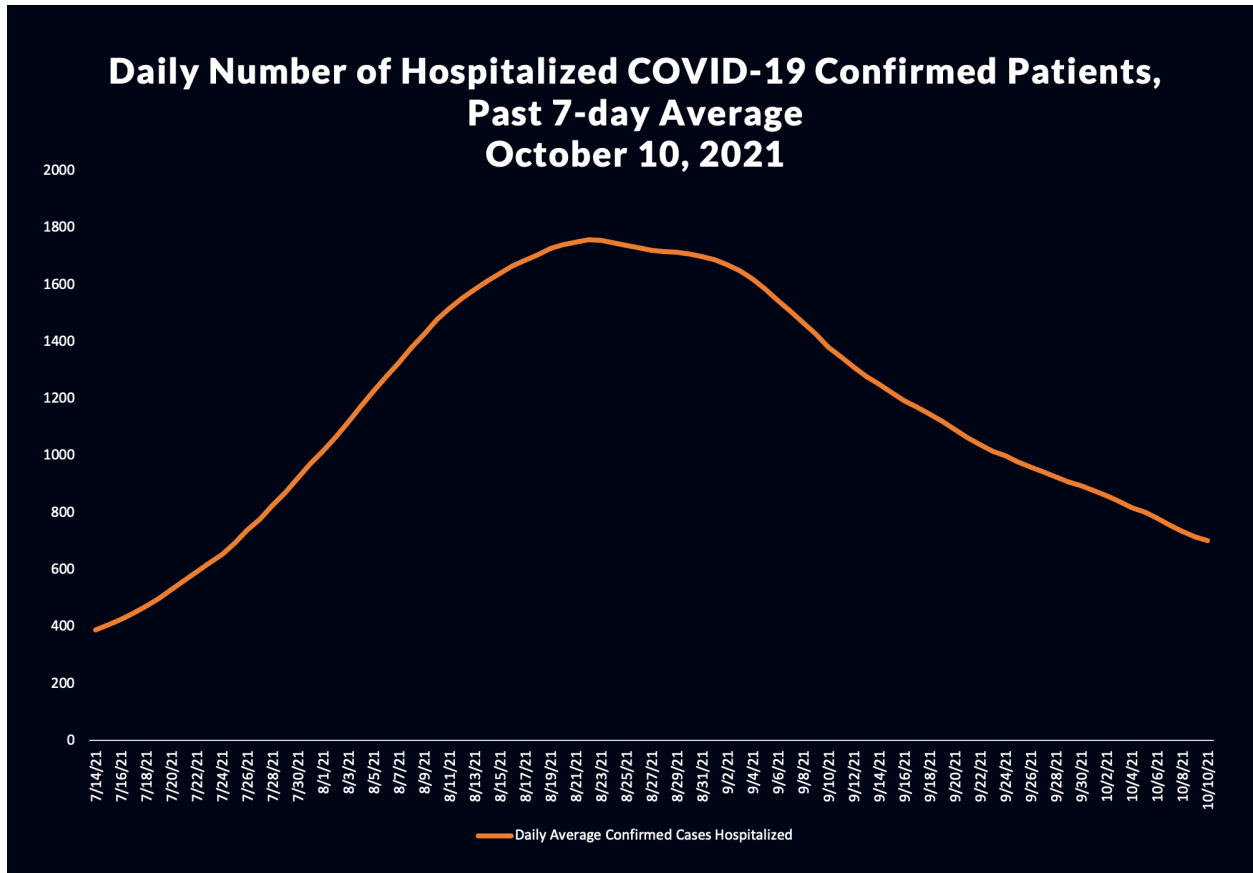
Graph 2: Daily Reported Percent Positive for COVID-19

7-Day Daily Average: 0.93%



Graph 3: Daily Number of COVID-19 Hospitalizations

Current Hospitalizations (10/10/21): 667





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 TK-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 space.
- Showering or swimming.
- 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>.



COVID-19 VACCINES - FREQUENTLY ASKED QUESTIONS

Updated 9/30/21: This FAQ provides information on the three COVID-19 vaccines that are available 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 (**COMIRNATY**) 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.

Which vaccines are available in the US?

The Food and Drug Administration (FDA) issued Emergency Use Authorizations (EUs) for three COVID-19 vaccines for use in the US. These vaccines are made by Janssen/Johnson & Johnson (J&J), Pfizer-BioNTech, and Moderna.

On 8/23/21 the FDA issued full approval for the Pfizer COVID-19 vaccine to be used in a 2-dose series for people age 16 and over. The vaccine is now marketed under the brand name COMIRNATY but it is the exact same vaccine as the Pfizer vaccine that was first authorized in December 2020. This vaccine continues to be authorized as a 2-dose series for adolescents 12 through 15 years old, as an additional dose for some people with [weakened immune systems](#), and as a [booster](#) for certain people age 18 and over.



Pfizer plans to request full approval for children ages 12-15 once it has collected and analyzed six months of safety data. Moderna has also submitted an application for full approval of its COVID-19 vaccine, and the FDA is currently reviewing that data.

All three of these vaccines continue to be recommended by the CDC.

What is the difference between emergency use authorization (EUA) and full approval?

For the COVID-19 vaccines, the FDA required two months of safety and efficacy data before the EUA was granted. That included clinical trials with tens of thousands of people and rigorous testing and review. All the vaccines continue to be closely monitored for safety and efficacy.

For full approval of a COVID-19 vaccine, the FDA requires more data on safety, manufacturing, and effectiveness over longer periods of time as well as real-world data.

What does the Pfizer vaccine FDA approval mean?

It means that the Pfizer (COMIRNATY) vaccine now has the same level of approval as vaccines that protect us against many other infections. These include hepatitis, measles, chicken pox, and polio vaccines to name a few. Before approving COMIRNATY, the FDA completed analysis of the additional effectiveness and safety data on top of the rigorous testing and trials that went into the EUA. This included data from approximately 12,000 people who were followed for at least 6 months and data from real-world safety monitoring systems. The FDA's full approval is an important milestone that should reassure people who have concerns about getting vaccinated.

DOSES OF VACCINE

How are the vaccines given?

- 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 28 days apart.

This is known as the primary series. With all 3 vaccines, you are not considered to be [fully vaccinated](#) until 2 weeks after your last vaccine.

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.

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. This should be given 28 days or more after your 2nd dose. 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.

A booster dose of Pfizer vaccine is now recommended for some groups of people (see [below](#)).



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 (**COMIRNATY**) 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.

If you have met these criteria, you are considered fully vaccinated, even if you are now eligible for a booster dose or for an additional dose of vaccine but have not received it.

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

Who are booster doses recommended for?

At this time, only people who have had 2 doses of the Pfizer vaccine who meet certain conditions are eligible for a booster dose.

- The following people **should** receive a booster dose of Pfizer vaccine 6 months or later following their 2nd dose of Pfizer vaccine:
 - people aged 65 years and older
 - people aged 18 years and older who live in long-term care settings
 - people aged 50–64 years who have [underlying medical conditions](#) or who experience social and economic risks that place them at increased risk for COVID-19
- The following people **may consider** receiving a booster dose of Pfizer vaccine at least 6 months after their 2nd dose of Pfizer vaccine, based on their individual benefits and risks:
 - people aged 18–49 years with [underlying medical conditions](#)
 - people aged 18–64 years at increased risk for COVID-19 exposure and transmission because of their occupational or institutional setting*

If you have questions about the risks and benefits or whether a booster dose is right for you, talk with your doctor or healthcare provider.

*Examples of institutional settings include healthcare, schools, group homes, prisons, and shelters.

The CDC currently defines occupations at increased risk for COVID-19 as:

- First responders (healthcare workers, firefighters, police, congregate care staff)
- Education staff (teachers, school staff, daycare workers)
- Food and agriculture workers
- Manufacturing workers
- Corrections workers
- U.S. Postal Service workers
- Public transit workers
- Grocery store workers

For more information, visit the CDC webpage [Pfizer-BioNTech COVID-19 Vaccine Booster Shot](#) and the California Department of Public Health [Pfizer COVID-19 Boosters](#) webpage.



If we need a booster shot, does that mean that the vaccines aren't working?

No. The vaccines are working well. The COVID-19 vaccines continue to be remarkably effective in reducing risk of severe disease, hospitalization, and death, including against the Delta variant. We continue to see highly effective protection against hospitalizations and severe outcomes for people who are fully vaccinated. However, public health experts are starting to see some signs of reduced protection against infection and mild to moderate disease among certain populations.

As the science and the virus evolves, so do vaccine recommendations. Booster doses are common for many vaccines. Scientists and medical experts continue to closely watch for signs of waning immunity in people of different ages and with different risk factors. They also look at how well the vaccines protect against new variants of the virus. FDA and CDC experts continue to review the latest evidence to decide whether booster doses should be recommended for more groups of people.

When can I get a COVID-19 vaccine booster if I am NOT in one of the recommended groups?

We do not know at this time. It may be recommended that additional populations receive a booster dose as more data become available. The COVID-19 vaccines approved and authorized in the United States continue to be very effective at reducing risk of severe disease, hospitalization, and death. Experts are looking at all available data to understand how well the vaccines are working for different populations. This includes looking at how variants, like Delta, affect vaccine effectiveness.

Should people who received Moderna or Johnson & Johnson vaccine get a booster?

Not at this time. This is because the FDA has only authorized the Pfizer vaccine as a booster dose for people who already had 2 doses of Pfizer vaccine. Older people, people with medical conditions and those who work or live in high-risk settings who got the Moderna, or J&J vaccine will likely need a booster dose. More data on the effectiveness and safety of Moderna and J&J booster doses are expected in the coming weeks and recommendations will be made for people who received those vaccines.

Note that it is recommended that people with a moderately or severely weakened immune system who received 2 doses of Pfizer or Moderna vaccine get an additional dose of the same vaccine. This can be given at least 28 days after the 2nd dose (see [Can people with weak immune systems get a COVID-19 vaccine?](#)).

What are the risks of getting a booster?

So far, [reactions reported](#) after the Pfizer booster dose were similar to that of the 2-shot primary series. Fatigue and pain at the injection site were the most commonly reported side effects. Overall, most side effects were mild to moderate. As with the 2-shot primary series, [serious side effects are rare](#), but may occur. For many, the benefits of getting a booster shot outweigh the known and potential risks.



Will I need to show a doctor's note or prescription or get an additional dose or booster dose?

No. You can self-attest (self-report) if you are eligible. You can receive a booster dose wherever Pfizer vaccines are offered. If you go to a vaccination site run by Public Health, you will be asked to sign this [self-attestation form](#). Visit the [How to Get Vaccinated](#) webpage to search for a location that offers the type of vaccine that you need.

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.

Do I need to give a mobile phone number or email address when I get a COVID-19 vaccine?

No. When you get a vaccine, you will be asked to give an email address or mobile phone number. This information will be entered into the State of California immunization registry (CAIR) so that you can get a digital COVID-19 vaccine record. It may also be used to send reminders if more COVID-19 vaccine doses are due or recommended. The digital vaccine record is a free and convenient way to prove your vaccination status. It is especially useful if you lose your white vaccine card. You don't need to provide your email address or cell number to get a vaccine and a white CDC COVID-19 vaccination card. But, this may make it harder to get a digital vaccine record later. You can learn more about the digital vaccination record at myvaccinerecord.cdph.ca.gov and about the confidentiality protections [here](#).

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://vaccinatelacounty.com) 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://vaccinatelacounty.com) (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.

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.

*If you were vaccinated by a federal facility (e.g., Department of Defense, Indian Health Services or Veterans Affairs), you must request a vaccine record from the facility directly.

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 (COMIRNATY) 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 available 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 people 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 (**COMIRNATY**) 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 COVID-19 vaccines that they authorized 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 and approved 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 system¹ (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 (**COMIRNATY**) 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.

¹ People who have health conditions or who take medications that weaken their immune system may not get full protection from vaccination. This includes people who have:

- Been receiving active cancer treatment for tumors or cancers of the blood
- Received an organ transplant and are taking medicine to suppress the immune system
- Received a stem cell transplant within the last 2 years or are taking medicine to suppress the immune system
- Moderate or severe primary immunodeficiency (such as DiGeorge syndrome, Wiskott-Aldrich syndrome)
- Advanced or untreated HIV infection
- Active treatment with high-dose corticosteroids or other drugs that may suppress the immune response

Talk to your doctor if you have one of these or a similar condition. For more information, including when additional doses of vaccines are recommended, visit the CDC webpage [COVID-19 Vaccines for Moderately to Severely Immunocompromised People](#).



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 (COMIRNATY) 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](#).

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.

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://ftc.gov/consumer-alerts)

COVID-19 Variants

KEY POINTS

- Variants are mutations of viruses. The Delta variant is currently the most common form of the virus that causes COVID-19 in the US.
- The Delta variant spreads more easily than the original COVID-19 virus. It might cause more severe illness in unvaccinated people.
- The COVID-19 vaccines are extremely effective in preventing serious illness and death from infection with Delta variant. But it is critical that you are fully vaccinated to be protected.

What are variants?

Many viruses frequently change through mutation. These mutations add up and create slightly different versions of the virus, called “variants.” Sometimes new variants appear and then disappear. Other times, new variants stay around. They are called variants of concern if there is evidence that they spread more easily, cause more serious illness, are harder to detect, treat or prevent with vaccines. Scientists continue to study and track these variants as they evolve.

Many variants of COVID-19 have emerged in the United States. At this point, the original version of the virus that was spreading in January 2020 is no longer circulating.

Which variants of the COVID-19 virus have been found in the United States?

The CDC is tracking several variants of concern in the United States:

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

The Delta variant is currently the most common form of the virus in Los Angeles County. Visit the CDC [What You Need to Know about Variants](#) page for more information.

Are these new variants more dangerous?

It depends. Some of these variants are a serious threat, especially to people who are not fully vaccinated¹ and those who are at [higher risk of severe COVID-19 disease](#). The Delta variant is concerning because it spreads much more easily than the original virus and other variants. It might also cause more severe illness in unvaccinated persons.

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

Yes, they do. The CDC and other experts continue to study how well the vaccines work to protect people from COVID-19. The CDC has found that all 3 vaccines available in the US are highly effective at protecting people

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.

COVID-19 Variants

from getting very sick and dying from the Delta variant as well as other known variants. People who are fully vaccinated are also less likely to become infected with COVID-19 compared with people who are unvaccinated.

What is a breakthrough infection?

COVID-19 vaccines reduce the risk of getting COVID-19 infection but since vaccines are not 100% effective, a small percent of people who are fully vaccinated will get infected. This is called a “breakthrough infection”. Breakthrough infections usually cause mild disease. If you are fully vaccinated, your risk of getting infected, getting sick, being hospitalized or dying is much lower than if you are not vaccinated. Some people who are fully vaccinated and are infected with the Delta variant can spread the virus to others. This appears to only be a small part of the spread of the virus.

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 available in the US offer the best protection against the variants currently spreading here. If you have concerns or questions about COVID-19 vaccines, talk with your doctor. If you are already vaccinated, encourage your family, friends, and neighbors to get the vaccine. Vaccination will slow the spread of variants and lower the chances that new, even more dangerous variants arise.
- **Wear a mask.** Masks remain a powerful tool to protect yourself and others. Because the Delta variant spreads more easily, everyone is required to wear a mask indoors in public places and at outdoor Mega Events. Your mask should fit snugly over your nose and mouth and be made with at least two layers so that it filters well. If you are in a setting where you are in close contact with other people who may not be fully vaccinated, consider “double masking” (wearing a cloth face mask over a surgical mask) or wearing an N95 respirator. 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.

Visit the Public Health [COVID-19: Reducing Risk](#) webpage to learn more.

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.

To learn more about COVID-19 variants, visit CDC [Variants of the Virus](#) webpage.

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

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 18, 2021

Subject: A Public Hearing to Consider Adoption of an Ordinance Regarding the Implementation of Senate Bill 1383 Organic Waste Reduction Regulations

RECOMMENDATION:

It is recommended that City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1703 (Attachment "A"), titled, "An Ordinance of the City Council of the City of San Fernando, California, Adding Article IX (Organic Waste Disposal Reduction, Senate Bill 1383) to Chapter 70 of the San Fernando Municipal Code, and Making a Determination of Exemption Under CEQA."

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.
3. On September 20, 2021, staff presented an informational report to the City Council on the implementation of the SB 1383 organic waste reduction regulations, including the need to adopt an ordinance to effectuate them by January 1, 2022.

A Public Hearing to Consider Adoption of an Ordinance Regarding the Implementation of Senate Bill 1383 Organic Waste Reduction Regulations

Page 2 of 3

ANALYSIS:

The chief purpose of SB 1383 is to reduce methane production in the State, which is a powerful greenhouse gas that is up to 84 times stronger than carbon dioxide. Landfills are considered one of the key contributors to this issue due to the decomposition of organic waste buried beneath the surface that produces gas containing a significant amount of methane as its by-product.

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. The regulations set forth by CalRecycle are focused on six areas:

1. Providing organics and recycling collection services for all residents and businesses.
2. Preventing contamination by monitoring waste disposal for proper sorting and separation through regular audits of waste bins.
3. Education and outreach to all residents and businesses through a variety of outlets – including, but not limited to, mailers, newsletters, informational booths at City events, in-person training, and social media and website postings.
4. Capacity planning that focuses on ensuring there are sufficient composting facilities to manage all of the organic waste that is being diverted from landfills. Planning efforts are also required to ensure there are adequate food recovery resources in the region to take in edible food from certain sized food generators and distribute to people experiencing food insecurity.
5. City policy on the procurement of recycled organic waste products, such as mulch, compost, paper, as well as renewable energy.
6. Edible food recovery efforts that requires the identification of all of the food generators in the City, linking them with food recovery resources, and monitoring their delivery of edible food to ensure compliance with annual recovery targets of 20 percent.

The City will be working closely with its solid waste collections provider, Republic Services, on many of these tasks. In addition to providing the collections services, Republic Services will conduct waste audits along their routes and provide this information to the City for the purposes of enforcement. Republic Services will also be instrumental in providing education and outreach so that San Fernando residents and business owners understand the importance of the organic waste reduction targets and the reasons behind them.

A Public Hearing to Consider Adoption of an Ordinance Regarding the Implementation of Senate Bill 1383 Organic Waste Reduction Regulations

Page 3 of 3

Enforcement will be a critical part of these new regulations. However, the first two years are more of an inspect-and-educate approach in order to get residents and business owners familiar with proper way to divert organic waste from the landfill. Stricter enforcement will begin in 2024, which is in line with meeting State goals by 2025.

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 per year to 6.7 million tons per year.

All California cities are required to comply with these new regulations. Consequently, the City must take this initial step of adopting an ordinance that puts these regulations into effect by January 1, 2022.

BUDGET IMPACT:

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, but staff will work on estimating these costs and including them in the Fiscal Year 2022-2023 budget.

CONCLUSION:

Staff recommends that the City Council adopt Ordinance No. 1703, which implements the organic waste reduction regulations outlined in Senate Bill 1383 and is effective January 1, 2022.

ATTACHMENT:

A. Ordinance No. 1703

ORDINANCE NO. 1703

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADDING ARTICLE IX (ORGANIC WASTE DISPOSAL REDUCTION SENATE BILL 1383) TO CHAPTER 70 OF THE SAN FERNANDO MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENT QUALITY ACT

WHEREAS, the City of San Fernando ("City") is a municipal corporation, duly organized under the Constitution and laws of the State of California; and,

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in the City to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

WHEREAS, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires City to implement a Mandatory Commercial Recycling program.

WHEREAS, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires City to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires City to implement a Mandatory Commercial Organics Recycling program.

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

WHEREAS, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

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

SECTION 1. Chapter 70 of the San Fernando Municipal Code is hereby amended to add Article IX (Organic Waste Disposal Reduction) to read as follows:

“Article IX - Organic Waste Disposal Reduction

SECTION 2. - DEFINITIONS.

For the purposes of this Article, the following words, terms, phrases, and their derivations have the meanings given herein. Terms defined elsewhere in Chapter 70 shall have the same meanings herein unless expressly defined in this Article. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on City of San Fernando (and others).
- (c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this article are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (d) “City Enforcement Official” means the city manager, or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing this article.
- (e) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this article.

- (f) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(ooo) and 3(ppp) of this article or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (g) “Compliance Review” means a review of records by a City of San Fernando to determine compliance with this article.
- (h) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (i) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this article, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (j) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- (k) “Container Contamination” or “Contaminated Container” means a container or bin, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (l) “C&D” means construction and demolition debris.
- (m) “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:
 - (1) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.
 - (A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this

definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.

- (2) The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.
 - (A) If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this article, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).
- (n) “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this article as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (o) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this article or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this article or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (p) “Enforcement Action” means an action of the City to address non-compliance with this article including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (q) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or article, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its

Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

- (r) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (s) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (t) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (u) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this article.

- (v) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this

article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (w) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (x) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (y) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (z) “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.
- (aa) “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (bb) “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
- (cc) “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (dd) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (ee) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (ff) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the

- “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- (gg) “Inspection” means a site visit where the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this article, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (hh) “City of San Fernando Enforcement Official” means the city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- (hh) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this article.
- (jj) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this article and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this article and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this article.
- (kk) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (ll) “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).
- (mm) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not

include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

- (nn) “MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.
- (oo) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (pp) “Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
 - (1) Federal facilities located within the boundaries of the City;
 - (2) State agencies located within the boundaries of the City, including all public school locations.
- (qq) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (rr) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (ss) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (tt) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (uu) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (vv) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

- (ww) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (xx) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (yy) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (zz) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).(aaa) “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- (bbb) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ccc) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ddd) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (eee) “SB 1383 Eligible Mulch” means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

(1) Produced at one of the following facilities:

- a. A compostable material handling operation or facility as defined in 14 CCR Section 17852 (a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR section 17852 (a)(10);
- b. A transfer/processing facility or transfer/processing operation as defined in 14 CCR sections 17402 (a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
- c. A solid waste landfill as defined in Public Resources Code section 40195.1 that is permitted under 27 CCR Division 2.

Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852 (a)(24.5)(A)(1)-(3), as enforced by Section 6-3-708(a).

- (fff) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this article, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR as the same may be amended from time to time.
- (ggg) “Self-Hauler” means a Commercial Business, excluding Multi-Family Residential Dwelling, that hauls Solid Waste, Organic Waste or recyclable material it has generated to another person. Self-hauler also includes a Commercial Business, excluding Multi-Family Residential Dwelling, that back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- (hhh) “Single-Family” means of, from, or pertaining to any residential premises with four (4) or less units.
- (iii) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
 - (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (jjj) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the article, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste.
- (kkk) “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator.
- (lll) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (mmm) “State” means the State of California.
- (nnn) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (ooo) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.

- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this article.

(ppp) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this article.

(qqq) “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(rrr) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

SECTION 3. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS (STANDARD COMPLIANCE APPROACH)

Single-Family Organic Waste Generators shall comply with the following requirements: except Single-Family generators that meet the Self-Hauler requirements in Section 11 of this ordinance:

- (a) Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described below in Section 3(b). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

Generator shall place Source Separated Green Container Organic Waste, including Food Waste in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

SECTION 4. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS (PERFORMANCE-BASED COMPLIANCE APPROACH)

Single-Family Organic Waste Generators except Single-Family generators that meet the Self-Hauler requirements in Section 11 of this ordinance:

- (a) Shall be automatically enrolled in the City of San Fernando's three-container Organic Waste collection services with a minimum Source Separated Recyclable Materials service level of 32 gallons per week, and with a minimum Source Separated Green Container Organic Waste service level of 32 gallons per week, approved by the Director of Public Works. City of San Fernando shall have the authority to change this minimum required level of service over time. City of San Fernando shall have the right to review the number, size, and location of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, generator shall adjust its service level for its collection services as requested by the City of San Fernando.
- (b) Shall participate in the City of San Fernando's three-container system for Source Separated Recyclable Materials, Source Separated Green Container organic materials, and Gray Container Waste collection services. Generator participation in the collection programs requires that generators place Source Separated Green Container Organic

Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

- (c) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

SECTION 5. REQUIREMENTS FOR COMMERCIAL BUSINESSES (STANDARD-COMPLIANCE APPROACH)

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to City of San Fernando's three containers, collection services and comply with requirements of those services as described below in Section 5(b), except Commercial Businesses that meet the Self-Hauler requirements in Section 11 of this ordinance. City of San Fernando shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City of San Fernando.
- (b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 11 of this ordinance, participate in the City of San Fernando's Organic Waste collection service(s) by placing designated materials in designated containers as described below.
 - (1) A three-collection service (Blue Container, Green Container, and Gray Container).
 - (A) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Section 6. Requirements for Commercial Businesses (PERFORMANCE-BASED Compliance Approach) COMMERCIAL BUSINESSES, WHICH INCLUDES MULTI-FAMILY RESIDENTIAL DWELLINGS, SHALL:

- (a) Except Commercial Businesses that meet the Self-Hauler requirements in Section 11 of this article be automatically enrolled in the City's three-container Organic Waste collection services with a Source Separated Recyclable Materials service level of 32 gallons, and with a Source Separated Green Container Organic Waste service level of 32 gallons, and a 32 gallon garage container approved by the Public Works Director. City shall have the authority to change the minimum required service levels over time. The

Commercial Business' Source Separated Recyclable Materials service level and Source Separated Green Container Organic Waste service level must be sufficient for the amount of Source Separated Recyclable Materials and Source Separated Green Container Organic Waste generated by the Commercial Business. City shall have the right to review the number, size, and location of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Business shall adjust its service level for its collection services as requested by the City.

- (b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 11 of this article, participate in and comply with the three-container (Blue Container, Green Container, and Gray Container) collection service by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- (c) Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Section 6(d)(1) and 6(d)(2) below), for employees, contractors, tenants and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service.
- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste, and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (2) Container labels that include language or graphic images or both indicating the primary material accepted and the primary materials prohibited in that container or containers with imprinted text or graphic images that indicate the primary

materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labels are required on new containers commencing January 1, 2022.

- (e) Excluding Multi-Family Residential Dwellings, comply with container placement requirements or labeling requirement in Section 6(d), above, pursuant to 14 CCR Section 18984.9 (b).
- (f) Excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Organic Waste, Non-Organic Recyclables, and non-Organic Waste collection service to the extent practical through education, training, Inspection, and/or other measures.
- (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Container, Green Container, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (g) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (h) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (i) Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with Section 15 of this article, to confirm compliance with the requirements of this Article.
- (m) Excluding Multi-Family Residential Dwellings, for those Commercial Business that want to self-haul, meet the Self-Hauler requirements in Section 11 of this article.
- (n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.

SECTION 7. WAIVERS FOR GENERATORS

- (a) De Minimis Waivers: The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste

requirements of this article if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 7(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 7(a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.
- (b) Physical Space Waivers: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 5 or 6.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lack adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to City that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

- (c) Collection Frequency Waiver: City of San Fernando, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the City of San Fernando's three container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container or both once every fourteen days, rather than once per week.
- (d) Review and Approval of Waivers by City of San Fernando (Optional)

SECTION 8. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 8 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2023, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2023.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

- (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) No later than 30 days following the end of each calendar year commencing no later than January 1, 2022 for Tier One Commercial Edible Food Generators and January 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the following information:
 - (i) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (ii) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
 - (iii) The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.
- (d) Nothing in this article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

SECTION 9. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES.

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City of San Fernando and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City of San Fernando it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than January 31st of each year.
- (e) Food Recovery Capacity Planning
- (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations

operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

SECTION 10. REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

(a) Requirements for Haulers

- (1) Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (A) Through written notice to the City annually on or before January 30th, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste.
 - (B) Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (C) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 12 of this article, and City of San Fernando's C&D article.
- (2) Exclusive franchised hauler shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license or other agreement entered into with City.

(b) Requirements for Facility Operators and Community Composting Operations

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted

capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

- (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

SECTION 11. SELF-HAULER REQUIREMENTS

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers shall provide information collected in Section 11(c) to City, if requested.
- (e) A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 11(c) and (d).
- (f) Self-Haulers shall comply with the self-hauling procedures and permit requirements set forth in Section 70-56 of the San Fernando Municipal Code.

SECTION 12. COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

- (a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City of San Fernando. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

- (b) For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:
- (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three--container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D article, Section 70 of City's municipal code, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

SECTION 13. MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 13.
- (b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this article. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- (c) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 13(a) above shall:
 - (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - (2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 13(a) shall consult the full MWELO for all requirements.

- (d) If, after the adoption of this article, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELO September 15, 2015 requirements in a manner that requires City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

SECTION 14. PROCUREMENT REQUIREMENTS FOR CITY DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

- (a) Direct service providers of landscaping maintenance, renovation and construction shall:
- (1) Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, for all landscaping renovations, construction or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852 (a)(24.5)(A)(1) through (3).
 - (2) Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to City, upon completion of projects. Information to be provided shall include:
 - a. General description of how and where the product was used and if applicable, applied;
 - b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - c. Type of product;
 - d. Quantity of each product; and,
 - e. Invoice or other record demonstrating purchase or procurement.
- (b) All vendors providing Paper Products and Printing and Writing Paper shall:
- (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.

- (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
- (5) Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City's Recycled-Content Paper procurement policy (ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 14(b)(3) and 14(b)(4) of this article for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

SECTION 15. INSPECTIONS AND INVESTIGATIONS BY CITY

- (a) City representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this article by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such

Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this article described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this article and may result in penalties described.

- (c) Any records obtained by a City during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this article, subject to applicable laws.
- (e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

SECTION 16. ENFORCEMENT

- (a) Violation of any provision of this article shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this article are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this article and any rule or regulation adopted pursuant to this article, except as otherwise indicated in this article.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations or cumulative size of violations exists such that court action is a reasonable use of City staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this article may be undertaken by the City Enforcement Official, which may be the City Manager or their designated entity, legal counsel, or combination thereof.
- (d) Process for Enforcement
 - (1) City Enforcement Officials will monitor compliance with the article randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an

Inspection program (that may include Remote Monitoring). Section 15 establishes City's right to conduct Inspections and investigations.

- (2) City may issue an official notification to notify regulated entities of its obligations under the article.
- (3) With the exception of violations of generator contamination of container contents addressed under Section 16(d)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's Municipal Code, Chapter 1, Article III.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 per violation.

(f) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 16 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,

- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City of San Fernando is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(h) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this article and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(i) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this article, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 16, as needed.

SECTION 17. EFFECTIVE DATE

This Article shall be effective commencing on January 1, 2022.

SECTION 18. CEQA.

The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 19. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 20. EFFECTIVE DATE.

This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 21. PUBLICATION.

The City Clerk shall certify to the adoption of this Ordinance and shall post or publish this Ordinance as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of San Fernando this _____ day of _____, 2021.

ATTEST:

Julia Fritz, City Clerk

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

APPROVED AS TO FORM:

Richard A. Padilla, Assistant
City Attorney

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 Ordinance No. 1703 which was introduced on October 18, 2021, and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the ____ day of _____, ____, 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 _____, ____.

Julia Fritz, City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 18, 2021

Subject: Discussion and Consideration to Approve a Professional Services Agreement with California Community Economic Development Association to Implement the San Fernando Small Business Assistance Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 2001) to California Community Economic Development Association (CCEDA) to implement the San Fernando Small Business Assistance Program for an amount not to exceed \$25,000; and
- b. Adopt Resolution No. 8099 (Attachment "B"), to increase the revenue and expenditures of FY 2021-2022 Community Development Block Grant (CDBG) Fund 26 budget by \$179,707; and
- c. Authorize the City Manager to execute a Professional Service Agreement with CCEDA and all related documents.

BACKGROUND:

1. On January 19, 2021, the City Council approved a Community Development Block Grant (CDBG) Ad Hoc Committee (Councilmember Hector A. Pacheco and Councilmember Celeste Rodriguez) to review information and develop recommendations to the City Council for, among other things, the allocation of the Fiscal Year (FY) 2021-2022 CDBG funds.
2. On February 1, 2021, the City Council discussed potential programs to fund for the FY 2021-2022 CDBG program and directed staff to move forward with the CDBG Ad Hoc Committee's recommended programs, which included a Business Assistance Program and Residential Utility Assistance Program.

Discussion and Consideration to Approve a Professional Services Agreement with California Community Economic Development Association to Implement the San Fernando Small Business Assistance Program
Page 2 of 3

3. On March 1, 2021, City Council adopted Resolution No. 8060 (Attachment “C”) approving the allocation of Community Development Block Grant (CDBG) Funds for FY 2021-2022, which included funding for the Business Assistance Program.
4. On July 27, 2021, staff released a Request For Qualifications (RFQ) for a consultant to manage the City’s CDBG Business Assistance Program.

ANALYSIS:

Staff worked with the CDBG Ad Hoc to prepare a RFQ and identify non-profit community-based organizations that may have an interest in submitting their qualifications for managing the City’s proposed program. After finalizing the RFQ, staff made it available on the City’s webpage, advertised the opportunity in the *San Fernando Valley Sun* local newspaper, and sent the opportunity to local non-profit community-based organizations servicing the San Fernando Valley, including: Initiating Change in Our Neighborhoods Community Development Corporation, New Economics for Women, Valley Economic Development Corporation, and The Valley Economic Alliance. The RFQ responses were due by September 7, 2021.

California Community Economic Development Association (CCEDA) was the only firm that provided a proposal in response to the City’s request. To avoid possible federal procurement compliance issues due to only receive one response, staff consulted with Michael Baker International (MBI) to determine if the City’s efforts were sufficient to meet the competitive procurement requirements.

According to MBI, CDBG Bulletin No. 09-0011 (Attachment “D”) authorizes the City to contract with CCEDA as a sub recipient of CDBG funds and may select CCEDA without using a competitive procurement process as there are no regulatory requirements in place for how a sub recipient is selected. As a sub recipient, CCEDA would be responsible for managing the Business Assistance Program, including, but not limited to, determining which applicants eligible to receive assistance, executing grant agreements, paying out grant awards, and adhering to applicable CDBG and other federal program compliance requirements. The City is responsible for setting the program eligibility criteria and maximum grant award amounts, monitoring CCEDA to ensure the goals of the Business Assistance Program are met, and auditing CCEDA to verify that local, state and federal regulations are followed.

If the proposed Agreement is approved, staff will work with the Ad Hoc and CCEDA to develop the program parameters, guidelines, grant award amounts, and goals of the Business Assistance Program. In addition to processing business grants, CCEDA will provide technical assistance to local businesses in identifying other loan/grant funding sources and act as an intermediary to lenders and assist borrowers to address financial needs of local businesses.

The final proposed structure of the program, grant amounts, and application process will be presented to City Council for final adoption before moving forward with the program.

Discussion and Consideration to Approve a Professional Services Agreement with California Community Economic Development Association to Implement the San Fernando Small Business Assistance Program
Page 3 of 3

BUDGET IMPACT:

The adoption of Resolution No. 8060 recommended a \$183,925 allocation for the Small Business Assistance Program. When the resolution was adopted (March 1, 2021), the federal budget had not yet been approved and the proposed allocation for the program was an estimate. Staff could not budget the program funds until the actual City's CDBG funds were allocated. Subsequently, The Los Angeles County Development Authority agreement (Exhibit "A" to Attachment "A") with the City allocated \$179,707 for the Business Assistance Program. The contract with CCEDA will be funded from the Business Assistance Program CDBG allocation and will not exceed a total of \$25,000.

CONCLUSION:

Staff recommends that the City Council approve a Professional Services Agreement to California Community Economic Development Association to implement the San Fernando Small Business Assistance Program for an amount not to exceed \$25,000, Adopt Resolution No. 8099 to increase the revenue and expenditures of FY 2021-2022 CDBG-CV fund 26 budget by \$179,707, and authorize the City Manager to execute the Agreement with CCEDA and all related documents.

ATTACHMENTS:

- A. Contract No. 2001, Including Exhibit "A"
- B. Resolution No. 8099
- C. Resolution No. 8060
- D. CDBG Bulletin No. 09-0011



PROFESSIONAL SERVICES AGREEMENT

SMALL BUSINESS ASSISTANCE PROGRAM

Implement a local micro and small business grant program and provide Technical Assistance to support the economic development for the City of San Fernando

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of October 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and California Community Economic Development Association (CCEDA) (hereinafter, "SUBRECIPIENT"). For the purposes of this Agreement CITY and SUBRECIPIENT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or SUBRECIPIENT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and SUBRECIPIENT 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, SUBRECIPIENT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). SUBRECIPIENT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." SUBRECIPIENT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
- 1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:
 - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within ten (10) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on or before June 30, 2022. (the "Completion Date");
 - B. SUBRECIPIENT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. SUBRECIPIENT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other SUBRECIPIENTS, contractors or agents;

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 2 of 16

- C. Should additional funds become available the Work may be extended beyond the Completion Date. The City will provide SUBRECIPIENT with a written notice 30 days prior to the extension.
- D. SUBRECIPIENT shall not claim or be entitled to receive any compensation or damage because of the failure of SUBRECIPIENT, to have related services or tasks completed in a timely manner;
- E. SUBRECIPIENT shall at all times enforce strict discipline and good order among SUBRECIPIENT's employees; AND
- F. SUBRECIPIENT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. SUBRECIPIENT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is highlighted in the Statement of Cost (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, SUBRECIPIENT's total compensation for the performance and completion of the Work shall not exceed the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000) (hereinafter, the "Not-to-Exceed Sum"). SUBRECIPIENT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to SUBRECIPIENT in monthly increments as the Work is completed. Following the conclusion of each calendar month, SUBRECIPIENT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of SUBRECIPIENT's monthly compensation is a function of hours worked by SUBRECIPIENT'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 SUBRECIPIENT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to SUBRECIPIENT.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 3 of 16

- 1.5 ACCOUNTING RECORDS: SUBRECIPIENT 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 SUBRECIPIENT: In the event SUBRECIPIENT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, SUBRECIPIENT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by SUBRECIPIENT in the performance of this Agreement. Furthermore, SUBRECIPIENT 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 SUBRECIPIENT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Recreation and Community Services (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. SUBRECIPIENT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 SUBRECIPIENT REPRESENTATIVE: SUBRECIPIENT hereby designates Roberto Barragan, Executive Director to act as its representative for the performance of this Agreement (hereinafter, "SUBRECIPIENT Representative"). SUBRECIPIENT Representative shall have full authority to represent and act on behalf of the SUBRECIPIENT for all purposes under this Agreement. SUBRECIPIENT 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 SUBRECIPIENT Representative shall constitute notice to SUBRECIPIENT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: SUBRECIPIENT 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.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 4 of 16

All work prepared by SUBRECIPIENT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. SUBRECIPIENT shall perform all Work skillfully, competently and to the highest standards of SUBRECIPIENT's profession;
- B. SUBRECIPIENT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by SUBRECIPIENT; and
- F. All of SUBRECIPIENT's employees and agents (including but not limited to subcontractors) 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 SUBRECIPIENT shall perform, at SUBRECIPIENT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by SUBRECIPIENT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of SUBRECIPIENT's employees, agents, contractors, subcontractors. Such effort by SUBRECIPIENT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar 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 SUBRECIPIENT or on SUBRECIPIENT's behalf shall not constitute a release of any deficiency or delay in performance.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 5 of 16

The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of SUBRECIPIENT, including but not limited to the representation that SUBRECIPIENT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of SUBRECIPIENT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of SUBRECIPIENT 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 SUBRECIPIENT or on behalf of SUBRECIPIENT in the performance of this Agreement. In recognition of this interest, SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT or under SUBRECIPIENT's strict supervision. SUBRECIPIENT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains SUBRECIPIENT on an independent contractor basis and not as an employee. SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT are not employees of CITY and shall at all times be under SUBRECIPIENT's exclusive direction and control. SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT's officers, employees, agents, contractors, or subcontractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to SUBRECIPIENT, a threat to persons or property, or if any of SUBRECIPIENT's officers, employees, agents, contractors, subcontractors fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, or subcontractor shall be promptly removed by SUBRECIPIENT and shall not be reassigned to perform any of the Work.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 6 of 16

- 2.8 COMPLIANCE WITH LAWS: SUBRECIPIENT 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. SUBRECIPIENT'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, SUBRECIPIENT shall not discriminate against any employee, or subcontractor, 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 SUBRECIPIENT and all persons retained or employed by SUBRECIPIENT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. SUBRECIPIENT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, and subcontractors. SUBRECIPIENT and all persons retained or employed by SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. SUBRECIPIENT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: SUBRECIPIENT 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: SUBRECIPIENT 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.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 7 of 16

- 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 SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT shall procure and maintain Errors and Omissions Liability Insurance appropriate to SUBRECIPIENT'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 SUBRECIPIENT'S INSURANCE: All policies of insurance provided by SUBRECIPIENT 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 SUBRECIPIENT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit SUBRECIPIENT or SUBRECIPIENT's officers, employees, agents, or subcontractors from waiving the right of subrogation prior to a loss. SUBRECIPIENT hereby waives all rights of subrogation against CITY.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 8 of 16

- 3.6 VERIFICATION OF COVERAGE: SUBRECIPIENT 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, SUBRECIPIENT 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 SUBRECIPIENT's commencement of any Work or any of the Work. Upon CITY's written request, SUBRECIPIENT 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. SUBRECIPIENT acknowledges that CITY would not enter into this Agreement in the absence of SUBRECIPIENT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT under this Agreement any amount due CITY from SUBRECIPIENT as a result of SUBRECIPIENT's failure to pay CITY promptly any indemnification arising under this Article and related to SUBRECIPIENT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 9 of 16

- 4.4 The obligations of SUBRECIPIENT under this Article will not be limited by the provisions of any workers' compensation act or similar act. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT in the performance of this Agreement. In the event SUBRECIPIENT fails to obtain such indemnity obligations from others as required herein, SUBRECIPIENT 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 SUBRECIPIENT's subcontractors or any other person or entity involved by, for, with or on behalf of SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, SUBRECIPIENT shall be compensated only for those services and tasks, which have been performed by SUBRECIPIENT up to the effective date of the termination. SUBRECIPIENT 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 SUBRECIPIENT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by SUBRECIPIENT in connection with the performance of the Work. SUBRECIPIENT shall be

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 10 of 16

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 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default 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. SUBRECIPIENT 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 SUBRECIPIENT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which SUBRECIPIENT 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, SUBRECIPIENT may submit a written request for additional time to cure the Event of Default upon a showing that SUBRECIPIENT 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 5.2B.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, SUBRECIPIENT may submit a written request for additional time to cure the Event of Default upon a showing that SUBRECIPIENT has commenced efforts to cure the Event of Default and that

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 11 of 16

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 SUBRECIPIENT 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 SUBRECIPIENT shall include, but shall not be limited to the following: (i) SUBRECIPIENT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) SUBRECIPIENT'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) SUBRECIPIENT'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 SUBRECIPIENT, whether voluntary or involuntary; (v) SUBRECIPIENT'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 SUBRECIPIENT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by SUBRECIPIENT within forty-five (45) calendar days of SUBRECIPIENT'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 SUBRECIPIENT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of SUBRECIPIENT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend SUBRECIPIENT's performance under this Agreement pending SUBRECIPIENT's cure of any Event of Default by giving SUBRECIPIENT written notice of CITY's intent to suspend SUBRECIPIENT'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, SUBRECIPIENT shall be compensated only for those services and tasks, which have been rendered by SUBRECIPIENT 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

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 12 of 16

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 SUBRECIPIENT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to SUBRECIPIENT, 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 SUBRECIPIENT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

SUBRECIPIENT 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, SUBRECIPIENT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to SUBRECIPIENT 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.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 13 of 16

- 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 SUBRECIPIENT 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. SUBRECIPIENT shall require all subcontractors working on behalf of SUBRECIPIENT 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 as applies to Documents and Data prepared by SUBRECIPIENT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by SUBRECIPIENT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by SUBRECIPIENT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. SUBRECIPIENT 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: SUBRECIPIENT warrants and represents that neither SUBRECIPIENT nor any person who is an officer of, in a managing position with, or has an ownership interest in SUBRECIPIENT 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.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 14 of 16

- 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:

SUBRECIPIENT:

California Community Economic
Development Association
244 S. San Pedro St., Ste 412
Los Angeles, CA 90012
Attn: Roberto Barragan, Executive
Director
Phone: 818-416-2555
Fax: 213-625-12270
Email: roberto@cceda.com

CITY:

City of San Fernando
Recreation and Community Services
Department
117 Maneil Street
San Fernando, CA 91340
Attn: Julian Venegas, Director
Phone: 818-8989-1290
Fax: 818-898-1522
Email: jvenegas@sfcity.org

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 are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** SUBRECIPIENT 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 sub-subrecipients), 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 SUBRECIPIENTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by SUBRECIPIENT.
- 6.8 **PROHIBITED INTERESTS:** SUBRECIPIENT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for SUBRECIPIENT, to solicit or secure this Agreement. Further, SUBRECIPIENT 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 SUBRECIPIENT, 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

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 15 of 16

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, limit, augment, or describe the scope, content, or intent of this Agreement.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2001

Small Business Assistance Program

Page 16 of 16

- 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 SUBRECIPIENT 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 6.16, 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 SUBRECIPIENT 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

**California Community Economic
Development Association**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Contract No. 2001
Exhibit A

Los Angeles County Development Authority

Los Angeles County Development Authority
County of Los Angeles
Project Description and Activity Budget

Contract No. 111774 Version 0

PROJECT

OPERATING AGENCY

Project No: 602318-21	Organization
Title: Business Assistance Program	Name: City of San Fernando
Funding Period: 7/14/2021 To: 6/30/2022	Type: Participating City
Jurisdiction: San Fernando	LACDA Program Mgr: Jeffrey Badre

Project Administration

Micheal Neal, CDBG Consultant
Michael Baker International
3760 Kilroy Airport Way, Suite 270
Long Beach, California 90806
Phone: (909) 261-2770
Fax: (562) 200-7166
Email: mneal@mbakerintl.com

Eligibility Summary

Funding Source: CDBG
HUD Code: 18A ED Direct: Direct Financial Assistance to For Profit Business
Eligibility Citation: 570.203(b)
National Objective: LMA
Nat. Objective Citation: 570.208(a)(1)
Est. Accomplishments: 29 Performance Indicator: Businesses

Activity Summary

This project provides direct financial assistance to for-profit businesses in the City of San Fernando. The assistance may be used for operating capital to expand or rehabilitate a building and purchase equipment.

CDBG funds may be used to pay for personnel and non-personnel costs.

Special Conditions

MONITORING OF SUBRECIPIENT: The Operating Agency is responsible for monitoring the activities of the subrecipient for: program implementation, compliance with federal and County

Project No: 602318-21 Version: 0

Contract No. 2001**Los Angeles County Development Authority****Exhibit A**

financial requirements, including the requirements and compliance with all other applicable regulations for a minimum of five (5) years after the expiration of the contract.

SUBRECIPIENT AGREEMENT/CONSULTANT SERVICES: The Operating Agency shall execute a professional services agreement with each consultant/contractor prior to incurring any costs or distributing any CDBG or ESG funds in compliance with federal contractual requirements.

Program Management Mitigation Conditions

Eligible businesses must provide good and services to local residents in the City of San Fernando.

Environmental Mitigation Conditions

None.

Contracted Services/Subrecipients

The City will contract with a consultant and/or a non-profit for CDBG administration services and to assistance businesses with the application process.

Funding Summary

<u>Cost Category</u>	<u>Amount</u>
Uncategorized	\$179,707.00
Total	\$179,707.00

Service Area

<u>Region</u>	<u>Population</u>	<u>Low/Mod Pop</u>
San Fernando	24,190	15,075
Grand Total:	24,190	15,075 62.32% Low/Mod

RESOLUTION NO. 8099

**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 City Council adopted the fund a Business Grant Program with the City's FY 2021-2022 CDBG; 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, was adopted on June 21, 2021.

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:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND 26

Increase in Revenues	\$179,707
026-3693-0185	

Increase in Expenditures	\$179,707
026-420-0185-4270	

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

PASSED, APPROVED, AND ADOPTED THIS 18th day of October 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. 8099 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 18th day of October, 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 October, 2021.

Julia Fritz, City Clerk

RESOLUTION NO. 8060**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING PROJECTS FOR FORTY-SEVENTH PROGRAM YEAR (2021-2022) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of San Fernando has received notification of the estimated availability of \$229,905 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2021-2022; and

WHEREAS, project proposals have been requested for the programming of these funds; and

WHEREAS, the City has published information regarding eligible activities under the Act and has duly noticed and conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

SECTION 1: That the City of San Fernando desires to fund eligible Community Development Block Grant Projects with 47th Program Year Funds.

SECTION 2: That City staff is hereby directed to submit to Los Angeles County, through this document, the City's intent to approve and fund the listed project.

SECTION 3: That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of approved 47th Program Year Community Development Block Grant Fund projects as may be amended and as may be necessary.

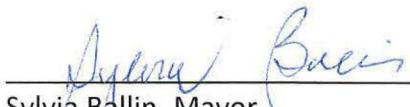
SECTION 4: That the City Manager is directed and authorized to submit the City's final list of proposed updated projects for Fiscal Year 2021-2022 to the County of Los Angeles, reflecting the funding allocations set forth herein, as indicated in Exhibit "A". Should the City's final allocation vary from the allocated figures contained herein, the City Manager is authorized to allocate the variance in an amount not to exceed 10% of the approved project allocations.

SECTION 5: That the City Manager is directed and authorized to execute all documentation required for CDBG program and project implementation for Fiscal Year 2021-2022 as may be necessary.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be filed in the Office of the City Clerk, and said copy to be submitted to the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED this 1st day of March 2021.

CITY OF SAN FERNANDO, CA



Sylvia Ballin, Mayor

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. 8060 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 1st day of March, 2021, by the following vote of the City Council:

AYES: Montañez, Pacheco, Mendoza, Ballin - 5

NAYS: None

ABSENT: Rodriguez - 1

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 2nd day of March 2021.



Julia Fritz, City Clerk

**CITY OF SAN FERNANDO
FORTY-SEVENTH PROGRAM YEAR (FY 2021-2022)**

**COMMUNITY DEVELOPMENT BLOCK GRANT
APPROVED PROJECTS- UPDATED**

SUBMITTING ORGANIZATION	PROJECT TITLE	FY 2021-2022 CDBG Allocation
CITY OF SAN FERNANDO Community Development	Water/Sewer Utility Assistance Program	\$45,980
CITY OF SAN FERNANDO Community Development	Business Grant Program	\$183,925
TOTAL		\$229,905



LOS ANGELES COUNTY

CDBG BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 2 Coral Circle • Monterey Park, California 91755

NUMBER: **09-0011**SUBJECT: **SUBRECIPIENTS AND VENDORS**DATE: **April 21, 2009**EFFECTIVE DATE: **IMMEDIATELY**PAGE **1** OF **5**

**TO: PARTICIPATING CITIES
COMMUNITY-BASED ORGANIZATIONS
COUNTY DEPARTMENTS
OTHER PUBLIC AGENCIES**

This Bulletin supersedes *CDBG Bulletin No. 06-0021, Subrecipient Agencies and Consultants/Contractors*, and further clarifies the distinctions between a subrecipient and a vendor when an organization such as a Participating City, Community-Based Organization (CBO), County Department, or Other Public Agency (OPA) uses an outside entity to assist with the implementation of eligible activities under the Community Development Block Grant (CDBG) program. This distinction is important because subrecipients are subject to the same federal regulatory requirements as grantees and subgrantees, however, vendors must be selected through a competitive process.

SUBRECIPIENTS

24 CFR 570.500 (c) defines a subrecipient as a public or private nonprofit agency, authority or organization, a for-profit entity authorized under Section 570.201 (o) receiving CDBG funds from the recipient (the Urban County), or another subrecipient (Participating City, CBO, OPA, or County Department) to undertake activities eligible for such assistance under subpart C of this part (CDBG Regulations). The term (subrecipient) includes a public agency designated by a unit of a general government to receive a loan guarantee under subpart M of this part, but does not include contractors providing supplies, equipment, construction, or services subject to the procurement requirements in 24 CFR 85.36 or 84.44, as applicable.

There are four (4) basic types of subrecipients:

- **Government Agencies** are public agencies, commissions, or authorities that are independent of the grantee's government. Examples include local governments, public housing authorities, park districts, school districts, and joint-power agencies.



Participating Agencies
April 21, 2009
Page 2

- **Private Nonprofit Entities** are typically corporations, associations, or agencies that are faith-based or community-based associations with nonprofit status under Internal Revenue Service (IRS) Section 501(c)(3). They have a board of directors and an executive director responsible for daily administration of policies set by the board.
- **Private For-profit Entities** can qualify as subrecipients when they assist micro-enterprises to facilitate economic development under 24 CFR 570.201(o).
- **Community-Based Development Organizations** are not considered subrecipients unless the grantee specifically designates these organizations as such.

Characteristics of Subrecipients

- Subrecipients may be selected by the grantee, subgrantee, or another subrecipient **without** using a competitive procurement process. There are no regulatory requirements governing how a subrecipient is chosen. However, the awarding organization should establish criteria for selecting subrecipients and for assessing risk;
- Subrecipients determine who is eligible to receive assistance;
- Subrecipients program performance is measured against the objectives of the CDBG program;
- Subrecipients generally have responsibility for programmatic decision-making;
- Subrecipients have responsibility for adherence to applicable CDBG and other federal program compliance requirements; and
- Subrecipients use federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

Responsibilities of Pass-through Entities

As stated above, subrecipients are subject to the same administrative requirements imposed on grantees and subgrantees. However, implementation of the eligible activities by subrecipients does not relieve the pass-through entity of its responsibilities. Therefore, pass-through entities that award grants to subrecipients must ensure compliance with the following CDBG program requirements:

Participating Agencies
April 21, 2009
Page 3

- Pass-through entities must establish criteria for evaluating prospective subrecipients that are based upon the subrecipient's programmatic and financial capacity to carry out the proposed project and to comply with regulatory requirements;
- Subrecipient relationships must be documented in written agreements that meet the minimum requirements outlined in 24 CFR 570.503, *Agreements with Subrecipients*;
- Subrecipients are subject to federal regulations, including, the provisions of *Office of Management and Budget (OMB) Circulars A-133, Audits of States, Local Governments, Non-Profit Organizations, A-122, Cost Principles for Non-profit Organizations* or *A-87, Cost Principles for State, Local and Indian Tribal Governments*, as applicable;
- Pass-through entities are responsible for conducting monitoring of its subrecipients as required in 24 CFR Part 570.502, *Applicability of Uniform Administrative Requirements*, and *OMB Circular A-133*;
- Subrecipients must track and report all program income received to the awarding agency;
- When subrecipients contract for goods and services, they must procure those services following the federal procurement regulations outlined in 24 CFR Part 85.36 or 84.44, as applicable;
- Subrecipient billings must be based on actual costs incurred that can be supported with source documentation, such as timecards, payroll reports, invoices, contracts, and evidence of procurement; and
- During the selection of a subrecipient, it is important to look at the nature of the relationship and the pass-through entity's intended program goals for the subrecipient. Subrecipients are obligated to meet the grantee's program performance criteria and to reach targeted number of program beneficiaries on time and on budget.

VENDORS

A vendor may be a for-profit or nonprofit entity, which is paid CDBG funds for goods and services it provides such as supplies, equipment, construction, or other services; however, payments are paid to the vendor as compensation for goods and services. A vendor hired by a governmental subrecipient such as a Participating City, County Department, or OPA, must be selected in accordance with the procurement requirements in 24 CFR 85.36, and a vendor hired by a non-governmental subrecipient, such as a CBO, must be selected in accordance with 24 CFR 84.44. Contractors and consultants are generally considered vendors.

Participating Agencies
April 21, 2009
Page 4

Characteristics of Vendors

- Vendors provide goods and services without direct supervision by the procuring organization;
- Vendors provide the goods and services within normal business operations;
- Vendors provide similar goods or services to many different purchasers;
- Vendors operate in a competitive environment;
- Vendors provide goods or services that are ancillary to the operation of the federal program;
- Other than rules relating to bonding, insurance, prevailing wages, and other such provisions, most of the standard federal administrative and monitoring requirements (described in 24 CFR Parts 84 and 85, as applicable) do not apply to vendors, once the procurement process is complete;
- Vendors are not required to maintain documentation to support the billings to the pass-through entity. The billing method and rate must only be in accordance with the contractual agreement; and
- Certain types of vendor relationships, such as contractors and consultant services, must be documented in written agreements that include all necessary federal provisions and scope of work.

In general, the pass-through entity's compliance responsibility for vendors is only to ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to vendors.

There may be unusual circumstances or exceptions to the above-listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

The U.S. Department of Housing and Urban Development (HUD) identifies other entities that can receive CDBG funds, but are not considered a subrecipient or a vendor. Some examples of these entities include:

- A homeowner or a landlord (either nonprofit or for-profit) of housing receiving a rehabilitation loan or grant as authorized under 24 CFR 570.202(b)(1);
- A for-profit business receiving a loan for an economic development activity under 570.203(b); and

Participating Agencies

April 21, 2009

Page 5

- An individual, nonprofit organization, or a business receiving relocation payments and other relocation assistance under 570.201(i).

A flowchart summarizing the procurement and contracting applicable to subrecipients and vendors is attached for your reference. Additional information on managing subrecipients can also be found on HUD's website at:

<http://www.hud.gov/offices/cpd/communitydevelopment/library/subrecipient/index.cfm>.

If you have any questions concerning these requirements or would like to schedule a Technical Assistance meeting to further discuss these issues, please contact the Financial Review and Management Team.

Sincerely,



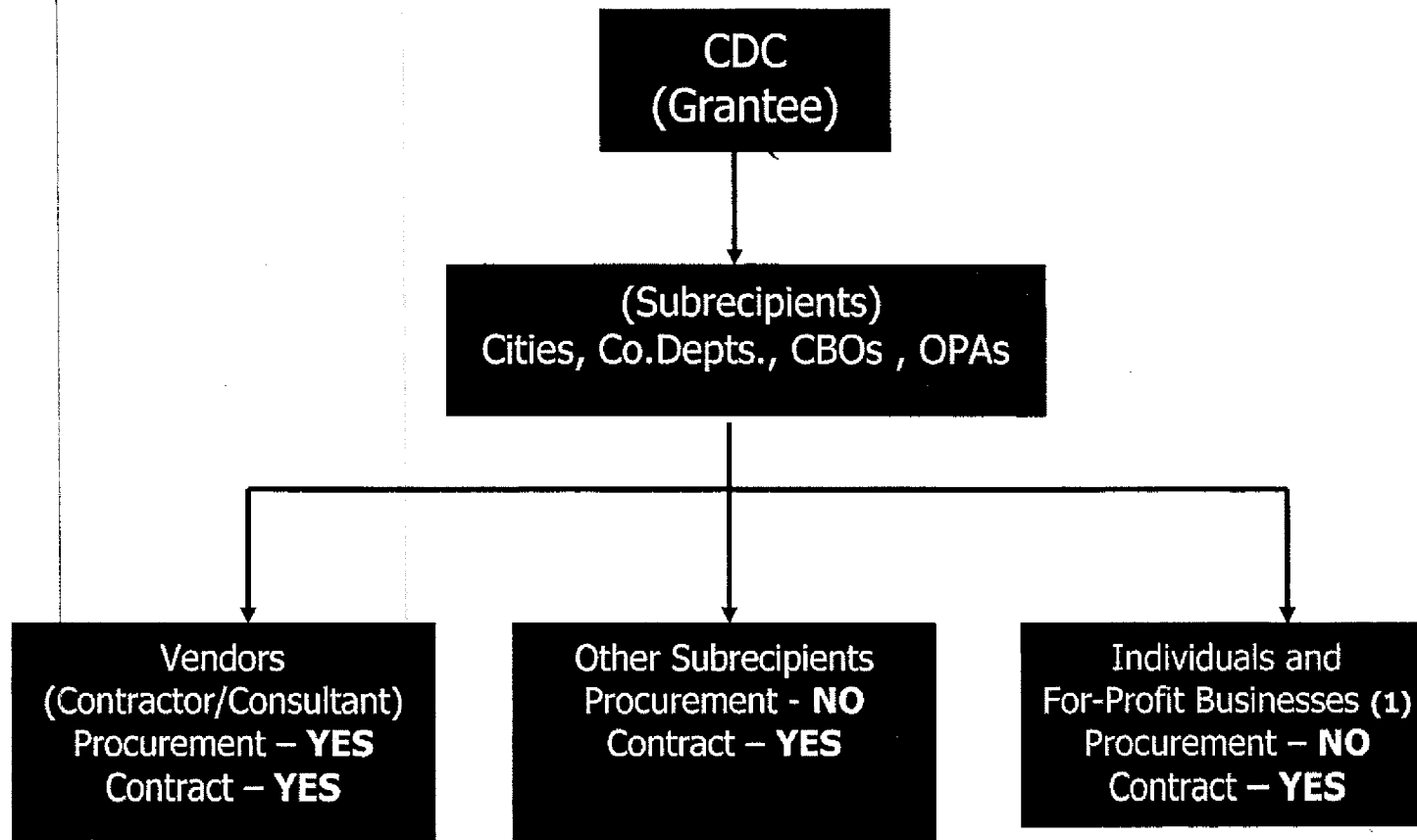
TERRY GONZALEZ, Director
Community Development Block Grant Division

TG:NS:ab
Cdbg\teamfrmt\Bulletins\Subrecipient-Vendor Differences

Attachment

SUBRECIPIENTS AND VENDORS

Procurement and Contracting Requirements



(1) Individuals and for-profit businesses receiving CDBG funds are neither subrecipients nor contractors. Procurement does not apply.