AGENDA

Consolidated Regular Meeting

City Council Chamber - 1243 National City Boulevard, National City, CA

Ron Morrison, Mayor
Ditas Yamane, Vice-Mayor – District 3
Marcus Bush, Councilmember
Luz Molina, Councilmember- District 1
Jose Rodriguez, Councilmember

Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meetings and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: Agendas and Agenda Packet for items listed are available on the City website, and distributed to the City Council no less than 72 hours before the City Council Meeting. Sign up for E-Notifications to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via live web stream, or participate remotely via Zoom. Recording of Meetings are archived and available for viewing on the City's website.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk before the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than $250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

If you wish to submit a written comment email to the City Clerk's Office at least 4 hours before the City Council Meeting to allow time for distribution to the City Council.

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance.

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.

AGENDA

Consolidated Regular Meeting

City Council Chamber - 1243 National City Boulevard, National City, CA

Ron Morrison, Mayor
Ditas Yamane, Vice-Mayor – District 3
Marcus Bush, Councilmember
Luz Molina, Councilmember – District 1
Jose Rodriguez, Councilmember

Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 4 horas antes de la Reunión del Consejo Municipal para dar tiempo a la distribución al Consejo Municipal.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de $ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.

AGENDA

Consolidated Regular Meeting

Tuesday, October 15, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. PUBLIC COMMENT

   In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.

6. PROCLAMATIONS AND RECOGNITION

   6.1 Employee of the Quarter 7

7. PRESENTATION (Limited to Five (5) Minutes each)

   7.1 Annual Report to Council - Planning Commission

8. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

   Per Government Code Section 53232.3(d) also known as AB1234: Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

9. CONSENT CALENDAR

The Consent Calendar may be enacted in one motion by the City Council with a Roll Call Vote without discussion unless a Councilmember, a member of the Public, or the City Manager requests an item be removed for discussion. Items removed from the Consent Calendar will be considered immediately following the adoption of the Calendar.

9.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda

9.2 Amending City Council Policy Nos. 101, 104, 106, 107, and 121. 8

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending City Council Policy Nos. 101, 104, 106, 107, and 121.”

9.3 Approval of City Council Meeting Minutes. 64

Recommendation:
Approve and File.

9.4 Approving Proposed Amendments to the Planning Commission Bylaws. 73

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving Proposed Amendments to the Planning Commission Bylaws.”

9.5 Authorize the purchase of a Light-Structure System from Musco Sports Lighting, LLC for the Kimball Park Ballfields. 93

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 041123-MSL with Musco Sports Lighting, LLC, for the Purchase of a Light-Structure System in a Not-to-Exceed Amount of $292,350 for the Kimball Park Ballfields; and 2) Authorizing the Establishment of an Appropriation of $292,350 in the American Rescue Plan Act fund for the Kimball Park Ballfield Lighting Project.”

9.6 Authorize the Purchase of Six (6) Ford Police Utility Interceptors for the National City Police Department 136

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford for the Purchase Six 2025 Ford Police Utility B/W AWD Interceptors in a Not-to-Exceed Amount of $323,000 for the National City Police Department; and 2) Authorizing the City Manager to Approve Adjustments of up to $32,300 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

9.7 Awarding a Contract to Aster Construction Services for the Central Community Mobility Enhancements Project, CIP No. 19-23. 181

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Aster Construction Services in the Not-to-Exceed Amount of $1,915,050 for the Central Community Mobility Enhancements Project, CIP No. 19-23; 2) Authorizing a 15% Contingency in the Amount of $287,257.50 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

9.8 Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 4, Grant Appropriation for Construction (CON) Phase. 205

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. F030 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 4; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $5,421,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $710,000."

9.9 California Library Adult and Family Literacy Services Grant Funds Acceptance 222

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager or his Designee to Accept the California Library Literacy Services (CLLS) grant of $63,375 from the California State Library to Fund the National City Public Library's Literacy Services Programs for FY2025 and Authorizing the Establishment of a Library Grants Fund Appropriation of $63,375 and Corresponding Revenue Budget."

9.10 Enterprise Storage System Lifecycle Replacement 227

Recommendation:
Adopt a Resolution Entitled: “Resolution of the City Council of the City of National City, California, Waiving the Bid Process by Utilizing Pricing and Contracts, Amendments, and Extensions from the National Intergovernmental Purchasing Alliance (NIPA) Technical Solutions Contract # 2018011 with CDWG LLC to Purchase Enterprise Storage System (ESS) Hardware, Software, and Related Services for an Amount Not-to-Exceed $314,101.94 Pursuant to National City Municipal Code Section 2.60.260.”

9.11 First Amendment to the Agreement with Neri Landscape Architecture for On-Call Consulting Services for the City’s Capital Improvement Program (CIP) 288

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with Neri Landscape Architecture to Extend the Agreement by One-Year to September 6, 2025.”

9.12 First Amendment to the Housing Consultant Agreement with Keyser Marston Associates, Inc. 293

Recommendation:
Adopt the Resolution Entitled, "Resolution of the Board of the Community Development Commission-Housing Authority of the City of National City, California, Authorizing the Executive Director to Execute the First Amendment to the Consultant Agreement with Keyser Marston Associates, Inc. to Increase the Not-To-Exceed to $455,000, and Authorize the Establishment of an Appropriation in the Amount of $425,000 in the Housing Authority Fund with a Corresponding Revenue Budget Based on Housing Acceleration Program (“HAP”) 2.0 Grant Funds.”

9.13 Kimball Highland Project Public Access Easement for Pedestrian and Vehicular Access 298

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Public Access Easement for Pedestrian and Vehicular Access Agreement by and Between the City of National City, D Avenue Housing Associates, L.P., and Kimball Tower Housing Associates L.P.”

9.14 Kimball Senior Center Lease with D Avenue Housing Associates, L.P. 323

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City of National City, California, Authorizing the City Manager to Execute a Commercial Lease By and Between the City of National City ("Tenant") and D Avenue Housing Associates, a California Limited Partnership ("Landlord") for the Kimball Senior Center Facility for 65 Years at a Rent Equal to $1.00 Per Year."

9.15 Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for beer and wine sales at an existing restaurant (La Malcriada Birrieria) located at 1604 E. 18th Street, Suites A & B. 352

Recommendation:
Staff Recommends Approval of the Sale of On-Site Beer and Wine, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-15, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Minor Mixed-Use Corridor Zone and Would be Accessory to Food Sales in the Restaurant.

9.16 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for the Addition of Distilled Spirits to an Existing Beer and Wine License at Manolo Farmers Market Located at 303 Highland Avenue. 393

Recommendation:
Staff Recommends Approval of the Addition of Distilled Spirits to the Existing Sale of Off-Sale Beer and Wine, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2024-14, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in the Minor Mixed-Use Corridor (MXC-1) Zone and Would Continue to be Accessory to the Retail Sales at the Existing Grocery Store.

9.17 Notice of Decision – Planning Commission Approval of a Tentative Parcel Map (TPM) Dividing One Lot into Two with a Zone Variance (ZV) to Deviate from Setback Requirements on a Property Located at 1441 East 7th Street. 438

Recommendation:
Staff Recommends Approval of the Tentative Parcel Map and Zone Variance, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-16, and a Determination that the Project is Exempt from CEQA.

9.18 Service Agreement with County of San Diego for Euclid Avenue Roadway Resurfacing 489

Recommendation:
Adopt a Resolution entitled, "Resolution of the City Council of the City National City, California, Authorizing the Mayor to Execute a Service Agreement with the County of San Diego for Roadway Resurfacing of Euclid Avenue Between Sweetwater Road and 24th Street in the Amount of $112,960.42."

9.19 Warrant Register #9 for the period of 8/23/24 through 8/29/24 in the amount of $1,002,939.26 500

Recommendation:
Ratify Warrants Totaling $1,002,939.26

9.20 Warrant Register #10 for the period of 8/30/24 through 9/05/24 in the amount of $4,637,113.79 507

Recommendation:
Ratify Warrants Totaling $4,637,113.79

10. PUBLIC HEARING

The following item(s) have been advertised as public hearing(s) as required by law.

10.1 Amendment of Chapter 18.29 of the National City Municipal Code to Add Regulations for the Mixed-Use Overlay Zone. 516

Recommendation:
Introduce the Ordinance

11. CITY MANAGER'S REPORT

12. ELECTED OFFICIALS REPORT

13. CITY ATTORNEY REPORT

14. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, November 19, 2024 - 6:00 p.m. - Council Chambers - National City, California.

CITY OF NATIONAL CITY
M E M O R A N D U M

DATE: September 24,2024

TO: Benjamin A. Martinez, City Manager

FROM: Lydia Flores-Hernandez, Human Resources Director

SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the 3nd Quarter of calendar year 2024 is:

Nancy Nagle, Training Coordinator, Police Department

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, October 1, 2024, to be recognized for her achievement and service.

Attachment

cc: Chief Alejandro Hernandez
Captain Chris Sullivan
Captain Derek Aydelotte
Shelley Chapel, City Clerk
Mayor's Executive Assistant
Human Resources – Office File

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, October 15, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Amending City Council Policy Nos. 101, 104, 106, 107, and 121.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy Nos. 101, 104, 106, 107, and 121."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
As per Council Policy No. 101, the City Council Policy Manual should be reviewed on an annual basis and updated as necessary. Staff has reviewed and is presenting for consideration amendments to Council Policy Nos. 101, 104, 106, 107, and 121.

Attached is a report with detailed staff recommendations regarding the amendments which are results of changing legislation, and changing procedures as the departments are evaluating all processes for efficiencies. The policies referred to are attached and redlined to highlight staff's recommendations and any associated notes.

FINANCIAL STATEMENT:
Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Staff Recommendations
Exhibit B – Policy No. 101 – City Council Policy Manual - Redline
Exhibit C – Policy No. 104 – Rules of Procedure and Order for City Council Meetings – Redline
Exhibit D – Policy No. 106 – Preparation of City Council Meeting Minutes – Redline
Exhibit E – Policy No. 107 – Appointments to Boards, Commission and Committees – Redline
Exhibit F – Policy No. 121 – Mayor and City Councilmember Office Budget – Redline
Exhibit G - Resolution

As per Council Policy No. 101, the City Council Policy Manual should be reviewed on an annual basis and updated as necessary. Staff has reviewed and is presenting for consideration amendments to Council Policy Nos. 101, 104, 106, 107, and 121.

Below is a high-level overview of some of the staff recommendations regarding all five (5) Policies. The policies referred to are attached and redlined which include staff recommendations and notes.

Clerical changes are included for consistency throughout the manual and follow the City style guides and procedures.

Prior Policy Amendments have been added to the end of each policy to provide a historical reference to prior changes made.

Staff Recommendations – High Level Review

City Council Policy #101

Grammatical cleanup in languages, and clarifying language added throughout policy.

Page 2 of 2 – Policy

8. Removal of the previously elected positions of "City Clerk and City Treasurer" as they no longer apply with the passage of Measures M and N in the election on November 8, 2022.

City Council Policy #104

Grammatical cleanup in languages, new legislation, and clarifying language added throughout policy.

Page 5 of 33 – Responsibilities of City Clerk

Additional language naming designee in the absence of the appointed City Clerk.

"In the absence of the City Clerk, the Deputy City Clerk shall assume the City Clerk responsibilities." And further reference to the "Deputy City Clerk" as designee.

Page 8 of 33 – III Meetings

K. Holidays or Elections

Adding language specifically for National Night Out and the suggested start time and hard stop time to allow the City Council to participate in the community events.

"National Night Out is the first Tuesday of the month of August. The City Council and City staff like to participate in this community event. City Council Meetings for this date are to start at 4:00 p.m. and end no later than 6:00 p.m. to allow for community participation."

Page 9 of 33 – Teleconferencing

Adding the words *"or other State law"* to be inclusive of any changes in law between updates of the policy.

Page 10 of 33 – R. Translation Services

Removing the reference to headset and updating to current practice of using Zoom.

Page 12 of 33 – Public Meeting Communications
C. Communications with Persons Addressing the Council:
Adding the requirement to register for Zoom participation 4 hours prior to the meeting. Additional removal of references to headsets and updated with Zoom information.

"If a person would like to address the City Council via Zoom, they may do so by registering on the City website four (4) hours prior to the meeting. The presiding officer will request that the City Clerk allow speakers into the virtual room one at a time to speak. All video is off, and once the speaker has spoken the City Clerk removes the right to speak and they are virtually placed back into the participant's room."

Page 14 of 33 Public Meeting Communications
C. Communications with Persons Addressing the Council (4)
Update section regarding Written Public Comment clarifying the City Council policy regarding written public comment not being read into the record during the meeting, however, it is posted to the City website.
"Written comment is not read into the record at the City Council meeting. Written public comment will be posted to the City website within 48 hours of the meeting. The information is posted to the agenda page on the City website, under the City Clerk department."

Pages 15 and 16 of 33 – VII. Agenda Sequence and Order of Business
Changes to the policy mirror the present day agenda sequence and order of business to include the *Invocation, Recognitions, removal of Awards, Adding the Regional Boards and Committee Reports, Adding the Continued Public Hearing section, removing Ordinances and Resolutions section, Non-Consent Resolutions section and New Business section and adding the City Manager's Report section, and retitling the Mayor and City Council to Elected Officials Reports, and Closed Session Report is retitled City Attorney Report.*

Page 18 of 33 VII – Agenda Process
Clarification of correct departments named for responsibilities and clarification of process.

Page 21 of 33 IX Voting
Adding L. Levine Act and SB 1439 to comply with new legislation effective January 1, 2023 regarding the campaign contributions and voting on certain items on the agenda.

A. Levine Act and SB 1439: Effective January 1, 2023 Local Officials subject to SB 1439 are no longer allowed to participate in the approval of a proceeding involving a license, permit, or other entitlements for use. That may include the following if presented to the City Council, if a campaign contribution has been received from the applicant or their agents:

1. *Applied for by the party;*
2. *Formally or informally requested by the party;*
3. *A contract between the Agency and the party or a franchise granted by the agency to the party, other than a contract that is competitively bid, a labor contract, or a personal employment contract. (G.C. 84308.2)*

City Councilmembers are required to disclose on record any contribution, including aggregated contributions, of more than $250 made by the party or the party's agents within the preceding twelve (12) months to any Candidate Controlled Committees. The prohibition applies to any 12 months while the proceeding is pending and for 12 months following the date a final decision is rendered in the proceeding.

Page 27 of 34 XIV Procedural Matters
Removing outdated information regarding Copies of Recordings, Ceremonial Matters as they are no longer relevant to the agenda and City Council Meetings. All meetings are recorded and provided on the City website.

City Council Policy #106 Preparation of City Council Meeting Minutes
Grammatical cleanup in languages, and clarifying language added throughout policy.

Page 1 of 1 – Policy
Add the words *"in favor / in opposition or neutral"* to the section under Public Comment under agenda items.

Add for additional clarification: *"This would be to memorialize the conversation in the minutes. However, the video of the complete meeting is available on the City website for historical reference in full version."*

City Council Policy #107 – Appointments to Boards, Commission and Committees

Grammatical cleanup in languages, and clarifying language added throughout policy.

Add information regarding the Port Commission Appointment referencing the San Diego Unified Port District Action, Section 16 regarding the resident requirement for the position.
4. Port Commission - (Per the San Diego Unified Port District Act, Section 16, this seat must be filled by a National City resident. The Commissioner shall be a resident of the City at the time of their appointment, and during the full term of the appointment.)

Page 3 of 9 – Appointment Process
Update to 4 – Applications to include current process of accepting applications electronically through the City website.

Adding Clarification on the Residency Requirement to mirror Bylaws and National City Municipal Code: "*Residency requirement: If a position on the Board, Commission or Committee is for a resident, the applicant must be a resident at the time of submitting the application. The address must be an identifiable National City address, with verification by the City Clerk's Office. If an applicant is found to be a non-resident, they will not be considered. They will be encouraged to apply for a non-resident seat when available."*

Page 4 of 9 – 7. Interviews (c)
Outlining current process for notification of applicants regarding schedule of interviews.

Page 5 of 9- Clarification on Voting
"Councilmembers will mark their paper, fold it and hand it to the City Clerk as they are collected. If a member is virtual, they will announce their vote verbally first before any other votes are read into the record."

City Council Policy #121 – Mayor and City Councilmembers Office Budget

As per City Council direction at the City Council Meeting of September 3, 2024, to add attendance to the "*San Diego Regional Chamber of Commerce Binational Delegation to Mexico* City" as a pre-approved conference.

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: City Council Policy Manual	**POLICY # 101**
ADOPTED: July 14, 1987	**AMENDED:** ~~August 15, 2023~~ October 15, 2024

Background:

The City Council of the City of National City is charged with the responsibility of establishing municipal policies to guide the various functions of the City and, where necessary, to establish procedures by which functions are performed. Regulatory policies established by the City Council are usually adopted by ordinance and included in the Municipal Code, which establish the local laws. Other policies, however are also established, which by their nature, do not require adoption by ordinance. These policy statements adopted by resolution of the City Council need to be consolidated in a reference document for easy access.

Purpose

It is the purpose of this policy to establish procedures for the preparation, distribution and maintenance of Council policies and the "City Council Policy Manual."

Policy

1. To establish a City Council Policy Manual which shall contain all City policy statements adopted by resolution of the City Council.

2. Generally, policy statements in the City Council Policy Manual will include only such municipal matters for which the responsibility of decision is placed in the City Council by virtue of the Municipal Code, or specific ordinances, and resolutions.

3. All policy statements of the City Council shall be prepared in writing and approved by resolution. Once approved, policy statements will be electronically reproduced, distributed and included in the City Council Policy Manual. The Resolution Number and date of adoption will be notated on the last page of amended policy in the Prior Policy Amendments section.

4. Each policy adopted as part of the City Council Policy shall be adhered to by City departments as expressions of the City Council's Policy. Only the City Council can waive the applicability of an adopted policy.

5. Each policy statement shall include: (a) a brief background description of a policy; (b) the purpose of the policy; (c) the policy statements; (d) other criteria or procedural sections as required; and (e) cross-reference notations as to appropriate provision in the Municipal Code, Administrative Regulations, etc.

TITLE: City Council Policy Manual	**POLICY # 101**
ADOPTED: July 14, 1987	**AMENDED:** ~~August 15, 2023~~ October 15, 2024

6. The City Manager shall be responsible for the preparation, continuing maintenance, and distribution of the City Council Policy Manual and additions or deletions thereto. The City Clerk's Office shall retain the original adopted resolution and maintain a copy of the manual.

7. Each October, the City Council and City Manager shall review the City Council Policy Manual for any needed additions, deletions, or changes deemed appropriate at the time. Nothing in this policy shall prevent any individual member of the Council, the City Manager, City Attorney, or the City Clerk from bringing to the attention of the City Council any suggestions for manual revisions at other times during the year.

8. All newly-elected City Council Members, ~~City Clerk, and City Treasurer~~ shall receive a copy of the City Council Policy Manual and orientation from applicable department staff.

Related Policy References
None.

Prior Policy Amendments
July 14, 1987 City Council Adopted Format and Text as Guide for Council Policy Manual – No Resolution was adopted.
June 11, 2013 (Revised – No Resolution)
October 8, 2013 (Resolution No. 2013-147)
August 15, 2023 (Resolution No. 2023-115)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

Rules of Procedure and Order for

City Council Meetings

Adopted: December 13, 1983

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

I.	**PURPOSE**	1
II.	**RESPONSIBILITIES**	1
	A. Responsibilities of Presiding Officer / Mayor	1
	B. Responsibilities of Vice-Mayor	2
	C. Responsibilities of City Council	2
	D. Responsibilities of City Clerk	2
	E. Responsibilities of City Manager	3
	F. Responsibilities of City Attorney	3
III.	**MEETINGS**	3
	A. Regular Meeting	3
	B. Adjourned Meeting	3
	C. Special Meeting	3
	D. Emergency Meeting	3
	E. Recessed Meeting	4
	F. Closed Session Meeting	4
	G. Quorum	4
	H. City Council Recess Periods	4
	I. Cancellation of Meetings	5
	J. Location of Meetings	5
	K. Holidays or Elections	5
	L. Adjournment	5
	M. Taping or Broadcasting	5
	N. Teleconferencing	5
	O. Agenda Exception	6
	P. Comfort Breaks	6
	Q. Use of Personal Electronic Devices	6
	R. Translation Services	6
	S. Compliance with Brown Act	7
IV.	**REMOTE ACCESS TO MEETINGS**	6
	A. Internet Broadcast	6
	B. E-Notification	6
V.	**PUBLIC ASSISTANCE & ACCOMMODATIONS**	6
VI.	**PUBLIC MEETING COMMUNICATION**	7
	A. Communications between City Councilmembers	7
	B. Email Communications between Councilmembers	8
	C. Communication with Persons Addressing the City Council	8
VII.	**AGENDA SEQUENCE AND ORDER OF BUSINESS**	11
VIII.	**AGENDA PROCESS**	13

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

	A. Preparation, Distribution and Posting	13
IX.	**VOTING**	14
	A. Obtaining the Floor	14
	B. Voting Procedure	15
	C. Disqualification for Conflict of Interest	15
	D. Failure to Vote	15
	E. Tie Vote	15
	F. Changing Vote	15
	G. Reconsideration	15
	H. Point of Order	16
	I. Continuance of Discussion or Hearings	16
	J. Rosenberg's Rules of Order	16
	K. Disclosure of Ex Parte Contacts	16
X.	**MOTIONS**	16
	A. Procedure for Motions	17
	B. Amendments to Motions	17
XI.	**PUBLIC HEARINGS, ORDINANCES & RESOLUTIONS**	17
XII.	**MEETING DECORUM & CONDUCT**	19
	A. Conduct	19
	B. Authorized & Designated Areas	20
	C. Signs, Objects or Symbolic Material	20
	D. Service Animals	20
	E. Photography / Video	20
	F. Cellular & Electronic Devices	21
XIII.	**ENFORCEMENT**	21
	A. Sergeant-at-Arms	21
	B. Violations	21
XIV.	**PROCEDURAL MATTERS**	22
	A. City Council Seating Arrangement	22
	B. Signing of Meeting Documents	22
	C. Copy of Recordings	22
	D. Ceremonial Matters	22
	E. Proclamations	23
XV.	**SOCIAL MEDIA**	23
IV.	**POLICY INTERPRETATION & APPLICABILITY**	24
	DEFINITIONS	25
	RELATED POLICY REFERENCES	27

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

I. PURPOSE

The purpose of this Policy is to establish Rules of Procedure and Order for City officials, staff and members of the public at all meetings of the City Council to ensure that the business of the City is attended to in an open and orderly manner and in an environment safe for all persons in attendance. The policy establishes and delineates general meeting rules, roles and responsibilities, to allow for an orderly meeting where all individuals can exercise their Constitutional rights.

All meetings of the City Council will be conducted under Rosenberg's Rules of Order. In addition, such meetings will be governed in accordance with the Ralph M. Brown Act (Gov. Code§ 54950, hereinafter "the Brown Act") and other applicable State laws. Any question about proper procedure will be immediately referred to the City Clerk as Pp~~p~~arliamentarian.

This policy applies to all persons attending public meetings in the City Council Chamber or any other location where a meeting subject to this policy takes place. In the event of any inconsistency between this policy and State law or regulation, State law or regulation shall apply.

II. RESPONSIBILITIES

It is important to recognize that the City Council acts as a legislative body. No member has extraordinary powers beyond those of other members. While the Mayor and Vice-Mayor may have additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members are equal. Policy is established and direction is given to City staff by a majority vote of the Council.

While individual Councilmembers may disagree with decisions of the majority, a decision of the majority binds the Council to a course of action and provides staff with direction to follow. In turn, it is staff's responsibility to ensure the policy of the Council is implemented and upheld consistent with the wishes of the majority. Implementation of Council policy by staff does not reflect a bias against Councilmembers who held a minority opinion on an issue.

A. Responsibilities of Presiding Officer/Mayor: The Presiding Officer of the City Council, shall be the Mayor, or in the Mayor's absence the Vice-Mayor, or in both of their absence any other member designated by the City Council. It shall be the duty of the Presiding Officer to ensure that the Rules of Procedure and Order contained herein are observed, The Presiding Officer shall maintain control of communication between Councilmembers and between the Council, staff, and members of the public. The Presiding Officer may make and second motions.

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

B. Responsibilities of Vice-Mayor: In the absence of the Mayor from the City or a Council meeting, the Vice-Mayor shall possess all the powers of the office of the Mayor, and be subject to all prescribed duties for that office.

C. Responsibilities of City Council:

1. Members of the City Council shall review all meeting materials in preparation for City Council meetings and be prepared to discuss the agenda.

2. Members of the City Council shall arrive on time for all City Council meetings, in the City Council Chamber or any other location where a meeting subject to this policy takes place. In the event of any inconsistency between this policy and State law or regulation, State law or regulation shall apply.

3. Members of the City Council shall conduct themselves in an orderly, professional and businesslike manner to ensure that the business of the City shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the City Council is maintained at all times.

4. Members of the City Council shall maintain a polite, respectful, and courteous manner when addressing one another, City staff, and members of the public during City Council meetings.

5. As a courtesy, members of the City Council shall report upcoming absences to the City Manager as soon as possible to ensure that any necessary adjustments to the agenda may be made, and to ensure a quorum.

D. Responsibilities of City Clerk:

1. The City Clerk shall serve as the Parliamentarian for the City Council meetings to advise the Presiding Officer. Within the limitations imposed by Rosenberg's Rules of Order, the Presiding Officer has the authority to determine proper parliamentary procedure. In the absence of the City Clerk, the Deputy City Clerk shall assume the City Clerk responsibilities.

2. The City Clerk or Deputy City Clerk shall call and record roll call votes; and shall read ordinance titles and agenda items as requested by the Presiding Officer.

3. The City Clerk or Deputy City Clerk shall keep minutes of the open meeting in accordance with City Council Policy No. 106, and permanent retention of

video recordings of those proceedings as the archived record. Any written comment received for the meeting will be made available on the City website within 48 hours of the meeting. All retention per the City Records Retention Schedule.

E. Responsibilities of City Manager:

1. The City Manager's duties during City Council meetings include keeping a record of concerns raised by the City Council regarding direction for future staff action and facilitating the orderly presentation of staff reports.

F. Responsibilities of City Attorney:

The City Attorney's duties during City Council meetings include consulting with City Council on items of concern on the agenda, to proactively inform and protect Councilmembers from potential violations and conflicts of law, and to report on any final action taken in closed session.

III. MEETINGS

A. Regular Meeting: The City Council shall hold regular meetings on the first and third Tuesday of each month. The meetings shall be held in the Council Chamber of City Hall, 1243 National City Boulevard in the City of National City. The regular meeting shall begin at 6:00 p.m., or as otherwise scheduled due to the demand of business or for closed session.

B. Adjourned Meeting: The City Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn.

C. Special Meeting: A special meeting may be called at any time by the Mayor whenever the public business may require it or upon direction by a majority of the City Council. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is accessible to members of the public.

D. Emergency Meeting: Pursuant to the Government Code, the twenty-four (24) hour notice and posting requirements for a special meeting may be dispensed with under the following emergency conditions: work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body, except in the case of a dire emergency.

E. Recessed Meeting: Pursuant to the Government Code, a meeting of the City Council may recess to the following regular business day if the action is taken in good faith and not to circumvent the requirements of the Brown Act. The meeting may not be recessed to another day after that unless it is posted in accordance with the Brown Act.

F. Closed Session Meeting: The City Council may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which is authorized to be heard or considered in closed session in accordance with State law. If a closed session is included on the agenda, the description of the item must comply with Government Code Section 54954.5. For each closed session, the City Attorney must orally announce the subject matter of the closed session. If final action is taken in closed session, the City Attorney must report the action at the conclusion of the closed session, unless agendized for that same Closed Session Meeting or list on the agenda for the Regular Meeting immediately following.

No minutes of the proceedings of the City Council during closed session are required. There shall be no closed session during any special emergency meeting. No person present in a closed session shall disclose, outside of the closed session, any information revealed in such closed session, without the prior authorization of a majority of the City Council. Any violation of this policy may be enforced by one or more of the actions delineated in City Council Policy No. 113.

G. Quorum: A quorum at any meeting of the City Council will be established by the presence of three (3) members of the City Council. The Mayor shall count as a Councilmember for the establishment of a quorum.

H. City Council Recess Periods: The City Council has traditionally observed a recess period during the summer to provide elected officials and staff an opportunity to catch up on work, reenergize after a lengthy budget and strategic planning process, and prepare for the start of a new fiscal year. For purposes of this policy, a recess period is defined as a period of time longer than twenty (20) days without a regular or special meeting of theCouncil.

During any recess period, the City Manager is authorized to take such ministerial action on matters of operational urgency as would normally be taken by the City Council during the recess except for those duties specifically reserved to the City Council by Government Code, and including such emergency actions as are necessary for the immediate preservation of the public peace, health, or safety. The City Manager shall make a full and complete report to the City Council at its first regularly

scheduled meeting following the recess of actions taken by the City Manager pursuant to this section, at which time the City Council may make such findings as may be required and confirm said actions of the City Manager.

I. Cancellation of Meetings: Any meeting of the City Council may be cancelled in advance by a majority vote of the Council. In the event that the Mayor and/or Vice-Mayor are unable to cancel a meeting, in the case of an emergency the City Manager is authorized to cancel such meeting.

J. Location of Meetings: Regular meetings of the City Council shall be held in the Council Chamber unless appropriate notice is given pursuant to, and the location of the meetingis in accordance with, the Brown Act. The City Council may hold a special meeting at another location within the City, or locations outside the jurisdiction of the City, provided appropriate notice is given pursuant to and the location of the meeting is in accordance with the Brown Act.

K. Holidays or Elections: In the event that the a regular meeting of the City Council is scheduled on the same day as a legal holiday, or an election day on which a National City candidate or National City measure appears on the ballot, no meeting will be held that week.. Any regular meeting may be dispensed with by a majority vote of the City Council.

National Night Out is the first Tuesday of the month of August. The City Council and City staff like to participate in this community event. City Council Meetings for this date are to start at 4:00 p.m. and end no later than 6:00 p.m. to allow for community participation.

L. Adjournment: It is the policy of the City Council that that all evening meetings of the City Council, including special meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment. The meeting shall be extended no more than once and subsequently may be adjourned to a later date. No new item of business shall be taken up by the Council after the normal time unless the Council has determined by a super-majority vote to set aside this policy. In the event the entire agenda cannot be completed by the normal time of adjournment, the Council may take up and act upon the more pressing agenda items. All agenda items not considered at the meeting shall be on the agenda of the next regular, special, or adjourned regular meeting unless the Council directs otherwise.

M. Taping or Broadcasting: Meetings may be broadcast, audio-recorded, video-recorded or live-streamed so long as the activity does not constitute a disruption of the proceeding.

N. Teleconferencing: Teleconferencing shall be allowed as per Government Code section

54953 or other State law. Teleconference meetings may be held under carefully-defined conditions. The meeting notice must specifically identify all teleconference locations, and each such location must be fully-accessible to members of the public

O. AB 2449 Attendance by a Member Virtually: Legislation passed in 2023 provided for the City Council and its Boards/Commission/Committee members to attend a meeting virtually under certain conditions stated in the law.

A member may participate either for "just cause" or "under" emergency circumstances. For "just cause", the member must notify the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for "just cause" including a general description of the circumstances relating to their need to appear remotely at the given meeting; For "emergency circumstances," the member must make a request to participate remotely as soon as possible to allow the City Council to take action on the request. If the request does not allow sufficient time to place the proposed action on the request on the posted agenda for the meeting for which the request is made, the City Council may take action at the beginning of the meeting in accordance with Government Code section 54954.2(b)(4);

Just Cause - is limited to one or more of the following:

a. a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely';
b. a contagious illness that prevents a member from attending in person;
c. a need related to a physical or mental disability as defined by law; or
d. travel while on official business of the legislative body or another state or local agency;

or

Emergency Circumstances – means a physical or family medical emergency that prevents a member from attending in person.

a. The member requires the legislative body to allow them to participate in the meeting remotely due to the "emergency circumstances" and the legislative body takes action to approve the request.

b. The legislative body requires a general description (generally not exceeding 20 words) of the circumstances relating to the member's need to appear remotely at the given meeting, this shall not require a member to disclose any medical

diagnosis or disability, or any personal medical information that is already exempt under existing law.

Limitations:

May not be used by a member to teleconference for a period of more than three (3) consecutive months or 20% of regular meetings (4 meetings for City Council) within a calendar year, or more than two (2) meetings per calendar year if the board meets less than ten (10) times per calendar year.

Members participating remotely must do so through **both audio and visual technology** and must **publicly disclose whether any individual over the age of 18 is present** at the remote location with the member and the **general nature of the member's relationship with the individual**.

~~N.~~O. Agenda Exception: Special procedures permit a body to proceed without an agenda in the case of emergency circumstances, or where a need for immediate action came to the attention of the body after posting of the agenda. (Reference Section VIII, A.5 - Non-Agenda Items Requiring Immediate Action)

P. Comfort Breaks: It is the policy of the City Council that the Presiding Officer will call comfort breaks of 5-10 minutes when a meeting is expected to last more than two hours. While it is not possible to predict the duration of a meeting, scheduled breaks allow participants to not miss any part of the meeting and help stay alert and maintain a high level of concentration and participation.

Q. Use of Personal Electronic Devices: The use of personal electronic devices on the dais shall be limited to official agenda-related tasks and emergency notifications. If, in the opinion of the Presiding Officer, a Councilmember's use of an electronic device is disruptive to Council deliberations or disrespectful to the public, the Presiding Officer may request that the Councilmember cease the use of such device.

R. Translation Services: Simultaneous Spanish interpreting services are provided at City Council meetings, through ~~the use of headsets.~~ Webinar via Zoom. A Spanish-language interpreter is also available to interpret and translate for speakers who wish to address the City Council webinar via Zoom. When the meetings are hosted as a webinar, a Spanish-language interpreter shall provide translation services for a minimum of two (2) hours. If, after providing translation services for two (2) hours, no member of the public is using those services, the translator may be dismissed by the Presiding Officer.

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

S. Compliance with Brown Act: All regular, special, and adjourned meetings of the City Council shall be called, noticed and conducted in compliance with the Brown Act.

IV. REMOTE ACCESS TO MEETINGS

A. Internet Broadcast: Live-Streaming video of City Council meetings is available at www.nationalcityca.gov. Archived meetings are also available online.

B. E-Notification: Individuals may sign up via the City's website to receive email notifications of published City Council and Board, Commission, and Committee meeting agendas, City news, special events, and more.

V. PUBLIC ASSISTANCE & ACCOMMODATIONS

Upon request, the City Council agenda and backup materials will be made available in alternative formats. Any person who requires a disability-related modification or accommodation to participate in the public meeting, including auxiliary aids or services, , may request a modification, accommodation, aid, or service by contacting the City Clerk's Office either in person or by telephone no later than 10:00 a.m. on the day preceding the scheduled meeting.

VI. PUBLIC MEETING COMMUNICATIONS

A. Communications between City Councilmembers:

1. Councilmembers wishing to speak should request the floor by being recognized by the Presiding Officer before speaking. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to address the CityCouncil.

2. No Councilmember shall speak again until all Councilmembers have had the opportunity to speak.

3. Councilmembers shall remember that the purpose of the City Council meeting is to conduct the business of the City. Councilmembers shall avoid repetition and shall limit their comments to the subject matter at hand. Councilmembers shall endeavor to express their views without engaging in unnecessarily lengthy

debates.

4. When one Councilmember is speaking, other Councilmembers shall not interrupt, disrupt or disturb the speaker. During questions and deliberations, the Presiding Officer may vary the speaking sequence of Councilmembers from item to item.

B. Email Communications between City Councilmembers: Because email communications can ultimately lead to the exchange of information intended to, or which may, create collective concurrence among a quorum of Councilmembers, e-mail communications between Councilmembers relative to Council business should be avoided at all times.

C. Communications with Persons Addressing the City Council: Members of the public may address the City Council during the Public Comment period and/or prior to the consideration of any agenda item. Persons shall address the City Council as a whole and shall not engage in a dialogue with individual Councilmembers, staff, or with other members of the audience. Any person wishing to speak, whether during the Public Comment period or on an agenda item, is requested to complete a "Speaker Slip" form and submit the form to the City Clerk prior to the calling to order of the meeting or as soon thereafter as possible. Filling out a speaker slip is not required to participate. All those addressing the Council shall do so from the podium.

If a person would like to address the City Council via Zoom, they may do so by registering on the City website four (4) hours prior to the meeting. The presiding officer will request that the City Clerk allow speakers into the virtual room one at a time to speak. All video is off, and once the speaker has spoken the City Clerk removes the right to speak and they are virtually placed back into the participant's room.

The City Council may not prohibit public criticism of the City in general, City staff, or members of the City Council, its policies, procedures, programs, or services of an agency or its acts or omissions. A speaker may not be stopped from speaking because either the Presiding Officer or Councilmembers disagree with the viewpoint being expressed.

1. Translation Services: ~~Simultaneous Spanish interpreting services are provided at City Council meetings, through the use of headsets.~~ A Spanish-language interpreter is also available to interpret and translate for speakers who wish to address the City Council webinar via Zoom. When the meetings are hosted as a webinar, a Spanish-language interpreter shall provide translation services for a minimum of two (2) hours on Zoom, which can also be accommodated in the Council

Chamber. If, after providing translation services for two (2) hours, no member of the public is using those services, the translator may be dismissed by the Presiding Officer.

2. Public Comment (Non-agenda): At all regular City Council meetings, speakers shall have the right to address the City Council on any matter within the elected body's jurisdiction, subject to a three (3) minute time limit or less, depending on the number of speakers. The Council may listen to the speaker's comments, but cannot discuss or take action on communications not on the agenda. Non-agenda Public Comment may be referred to the City Manager for administrative action or placement on a subsequent agenda, with a majority vote of the Council.

   a. At each regular Council meeting, up to 30 minutes shall be reserved for Public Comment.

   b. The City Clerk will review the Speaker Slips and inform the Presiding Officer of the number of slips. If the number of speakers, at three (3) minutes each, exceeds the 30-minute allotted time for Public Comment, the Presiding Officer may reduce the time allotted to each speaker, extend Public Comment time, or continue remaining speakers to the end of the meeting.

   c. Donations of time from one speaker to another are not permitted.

   d. The Presiding Officer shall have the authority to reduce equally each speaker's time to accommodate a larger number of speakers.

   e. Speaker Slips for Public Comment will be accepted by the City Clerk in the Council Chamber no earlier than 15 minutes before the meeting and up until the Public Comment portion of the agenda is finished.

   f. In order to ensure that non-English speakers receive the same opportunity to directly address the City Council, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the City Council, unless simultaneous translation equipment is used to allow the City Councilto hear the translated public testimony simultaneously. (Government Code 54954.3)

   g. Remarks shall be addressed to the City Council as a body.

   h. If there is a group representing a common position, designation of a spokesperson is encouraged. The Presiding Officer may allot a mixed amount of

time for presentations of this nature.

3. Public Comment (Agenda Items): Speakers shall have the right to address the City Council on items which appear on the agenda, subject to the 3-minute time limit.

   i. Donations of time from one speaker to another will not be permitted.

   j. The Presiding Officer shall have the authority to reduce equally each speaker's time to accommodate a larger number of speakers, or to limit the total speakers' time on an agenda item.

   k. Speaker Slips for agenda items will be accepted by the City Clerk in the Council Chamber no earlier than 15 minutes before the meeting and up until the public testimony on the item is finished. Included on the Speaker Slip shall be the option for individuals who do not wish to speak to register in support of, in opposition to, or neutral on the item. An individual must be present to register a position or opinion. The City Clerk will provide a tally of those who do not wish to speak on an item, but who do provide a position or opinion.

   l. Remarks shall be addressed to the City Council as a body and not to any member of the City Council, staff or the public. No questions shall be asked of an individual member of the City Council, staff, or the public. The Presiding Officer may limit interaction between Councilmembers and public speakers to questions of clarification.

   m. If there is a group representing a common position, designation of a spokesperson is encouraged. The Presiding Officer may allot a mixed amount of time for presentations of this nature.

   n. In order to ensure that non-English speakers receive the same opportunity todirectly address the City Council, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Council, unless simultaneous translation equipment is used to allow the Council to hear the translated public testimony simultaneously. (Government Code Section 54954.3)

4. Written Public Comment and Registration on Zoom to Make Public Comment: Deadline to receive all written public comment and registration of public comment on Zoom will be **4 hours** prior to the meeting on the day of the Public Meeting. This

provides staff time for processing prior to the meeting. Written comment is not read into the record at the City Council meeting. Written public comment will be posted to the City website within 48 hours of the meeting. The information is posted to the agenda page on the City website, under the City Clerk department.

5. Presentations to City Council: Any information presented to the City Council for its consideration in formats such as PowerPoint, Video, or other audio/visual media must be submitted to the City Clerk's Office no later than the Wednesday immediately prior to the City Council meeting in order to have the presentation facilitated for City Council viewing and broadcast. If presentations are submitted after that deadline, it will not be possible for them to be played or displayed during the meeting, although ten (10) hard copies may be submitted to the City Clerk for distribution to the City Council. Documents and presentations displayed during the City Council meeting shall become part of the public record and must be submitted to the City Clerk for retention. The City Clerk's Office will post any materials received at a City Council Meeting to the City website within 48 hours of the meeting.

VII. AGENDA SEQUENCE AND ORDER OF BUSINESS

Generally, the agenda sequence and order of business of a regularly scheduled City Council meeting shall determined by the City ~~Manager's.~~Clerk's Office

During the City Council Meeting the Order of Business shall be followed, unless otherwise reordered by the Presiding Officer with the consensus of the City Council during the City Council Meeting.

A. Call to Order: The Presiding Officer officially calls the meeting to order.

B. Roll Call: Before the City Council shall proceed with the business of the Council, the City Clerk shall call the roll of the members and the names of those present shall be entered in the minutes. The later arrival of any absentee shall also be entered in the minutes.

~~C.~~ Pledge of Allegiance: Each agenda of a regularly scheduled Council meeting shall provide an item for the recital of the "Pledge of Allegiance" to both the United States flag and the California flag.

D. Invocation: The Presiding Officer may allow a "prayer" either religious or non-religious to be given at the beginning of the meeting. Leaders from the Community are allowed to invoke a prayer of support.

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

E. Public Comments: Speakers shall have the right to address the City Council on any matter within the elected body's jurisdiction, subject to a 3-minute time limit or less, depending on the number of speakers. The City Council may listen to the speaker's comments, but cannot discuss or take action on communications not on the agenda. Non-agenda public comment may be referred to the City Manager for administrative action or placement on a subsequent agenda.

F. Proclamations and ~~Certificates~~Recognitions: The agenda shall provide a time when proclamations and recognition directing attention to a person, organization or event may be presented. Proclamations will be issued subject to Section XIV, E - Proclamations.

~~G. Awards and Recognitions: The agenda shall provide a time when recognitions may be presented.~~

G. Presentations: The Presentations section of the agenda is for the purpose of allowing a brief (5 ~~to 10~~ minutes each) opportunity at the beginning of a Council meeting for City Council to receive information from outside agencies or City staff. It is not meant for a topic that would require lengthy deliberation, debate, or action. Items may be placed on the Presentation section of the agenda at the request of the City Council or City staff with the City Manager's concurrence. Approval to place a presentation on the agenda that has been requested by a community member must be obtained through the City Manager's Office.

H. Regional Boards and Committee Reports: Per Government Code Section 53232.3(d) also known as AB1234: Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of legislative body. ~~City Councilmembers report on meetings attended on behalf of the City.~~ Councilmembers are limited to five-minutes.

~~H.~~

I. Interviews and Appointments: The agenda shall provide a time for the Mayor / City Council tointerview and/or appoint members of the City Council or the public to City and/or external boards, commissions and committees.

~~J. Regional Boards and Committee Reports: City Councilmembers report on meetings attended on behalf of the City. Councilmembers are limited to five-minutes.~~

K. Consent Calendar: Items of a routine or generally uncontested nature may be approved by the City Council in a single motion by adoption of the Consent Calendar.

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein: Upon request of any Councilmember, staff, or public made through the Presiding Officer, an item may be removed from the Consent Calendar for separate discussion and/or action. Each item proposed for consideration as part of the Consent Calendar shall be described on the agenda posted for the meeting.

~~K.~~L. Continued Public Hearings: Generally this is for the second reading and adoption of an Ordinance. However, if a Public Hearing item needs to return to City Council after amendments or modifications were made to the original item, this is the placement on the agenda.

~~L.~~M. Public Hearings: ~~Ordinances & Resolutions~~: This portion of the meeting allows for a noticed public session to receive original evidence or testimony on applications regulated by this title. Scheduled public hearings shall be commenced at 6:00 p.m. or as soon thereafter as possible. (Reference Section XI, Public Hearings)

~~M. Non-Consent Resolutions: Items generally of a non-routine nature for City Council discussion and/or action.~~

~~N. New Business: This portion of the meeting is devoted to discussion or consideration of items of business that have or have not previously been before the City Council.~~

N. Staff Reports: This portion of the meeting provides the City Manager and staff the opportunity to present items for City Council consideration give general comments, updates, and announcements.

~~O.~~ N. City Manager's Report: This portion of the meeting provides an opportunity for the City Manager to give general comments, announcements, or informational report not included on the agenda. These are non-action items.

O. ~~Mayor and City Council~~ Elected Officials Reports: This portion of the meeting provides the City Council the opportunity to give general comments, announcements, or informational reports on any item not on the agenda. These matters may not be discussed or deliberated.

P. City Attorney ~~Closed Session~~ Report: At an Open Session following a Closed Session, the body must report on final action taken in Closed Session under specified circumstances.

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

Q. Adjournment: It is the policy of the City Council that that all evening meetings of the City Council, including special meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment.

VIII. AGENDA PROCESS

In order for both the City Council and City staff to be adequately prepared to discuss City business during City Council meetings, items for discussion shall be placed on the agenda in accordance with established City Council agenda deadlines and in compliance with the Brown Act. Generally, items not on the agenda cannot be discussed or considered during a City Council meeting. This section of the policy discusses how to place items onto the agenda, agenda setting, preparation and distribution.

A. Preparation, Distribution and Posting

1. Agenda Items: In conjunction with City Clerk ~~staff~~, the City Manager shall have the primary responsibility for preparing the City Council agenda and placing matters on the agenda in accordance with identified City needs and scheduling.

   a. In the event an item is brought to the attention of the City Manager that requires immediate City Council attention after the agenda setting meeting and before the agenda is distributed, the City Manager will determine the need for the item to be added to the agenda.

2. Agenda Review Meeting: Prior to release and posting of a final City Council agenda, an agenda review meeting shall be held by the City Manager with the City Attorney and the Mayor, or another member of the City Council designated by the Mayor, to serve in their absence. The proposed agenda shall be reviewed at this meeting.

3. Agenda Preparation: Not later than the Thursday prior to the City Council meeting, the City ~~Manager~~ Clerk is responsible for preparing the agenda packet, which shall include the agenda plus all its corresponding duplicated agenda items. No item shall be considered if not included in the packet, except that a correction or supplement to an item already included in the packet may be considered in accordance with the Ralph M. Brown Act.

4. Agenda Distribution and Posting: Not later than the Thursday prior to the City Council meeting, the ~~City Manager~~City Clerk is responsible for distributing the agenda packet to each member of the City Council. Staff shall post each agenda at least 72-hours inadvance of the meeting and shall post each agenda of a special

meeting at least 24-hours in advance of the meeting on the official bulletin boards at City Hall , Library, Police Department, and on the City's website.

5. Non-Agenda Items Requiring Immediate Action: Matters requiring City Council action must be placed onto a Council Agenda in a timely manner in order for Council to consider the matter. In accordance with the Ralph M. Brown Act, off-agenda items requiring City Council approval will not be considered by the City Council except under the following two circumstances:

   a. An emergency situation exists, as defined in the Government Code; or,

   b. The City Council determines by a two-thirds (2/3) vote, or by a unanimous vote if less than two-thirds of the Council is present, that:

      - There is a need for immediate action, and
      - The need to take action on the item arose after the posting of the agenda.

      If the City Council finds that the need to take action arose subsequent to the agenda posting, pursuant to the criteria above, it shall make those findings by separate motion, including the factual reasons supporting the findings. The findings shall be reflected in the City Council minutes.

IX. VOTING

A. Obtaining the Floor: Any Councilmember wishing to speak must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to do so.

B. Voting Procedure: Any vote of the City Council, including a roll call vote, may be registered by the members by answering "Yes" or “Aye” for an affirmative vote, "Abstain" for an abstention, or "No" or “Nay” for a negative vote upon the member's name being called by the City Clerk; or an electronic vote may be registered by pressing the Councilmember button for an affirmative vote, an abstention, or a negative vote, upon a vote being called for by the Presiding Officer.

Following the vote, the City Clerk shall audibly announce the results of the vote by name indicating whether the item carried or was defeated. The same shall be recorded inthe minutes as the vote. The Presiding Officer in his or her discretion may publicly explain the effect of a vote for the audience, or may direct a member of the staff to do so before proceeding to the next item of business.

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

C. Disqualification for Conflict of Interest: Any Councilmember who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state, the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Councilmember affected, be decided by the other Councilmembers. A Councilmember who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission by the Presiding Officer to step down from the Council dais. A Councilmember stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

D. Failure to Vote: Every Councilmember should vote unless disqualified by reason of a conflict. The vote of a Councilmember who abstains absent a disqualifying conflict ofinterest shall be counted with the majority vote of the quorum on the question voted upon.

E. Tie Vote: Any proposed measure that receives a tie vote from the members of the City Council shall be considered lost and may be reconsidered.

F. Changing Vote: A Councilmember may change his or her vote only if the Councilmember makes a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up.

G. Reconsideration: A motion to reconsider the vote on any action taken by the City Council at either this meeting or a previous meeting may be made only by one of the Councilmembers who voted with the prevailing side.

H. Point of Order: An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.

I. Continuance of Discussion or Hearings: Any item being discussed or any public hearing at a City Council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.

J. Rosenberg's Rules of Order: Rosenberg's Rules of Order have been adopted by the City Council and shall apply in all cases.

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

K. Disclosure of Ex Parte Contacts: An "ex parte" contact or communication occurs when, prior to considering a matter on a public meeting agenda, a member or members of the City Council receives information, oral, written, or otherwise, pertaining to that matter outside the public meeting. (Reference City Council Policy No. 116-Procedure for Disclosure of Ex Parte Contacts)

L. Levine Act and SB 1439: Effective 1, 2023 Local Officials subject to SB 1439 are no longer allowed to participate in the approval of a proceeding involving a license, permit, or other entitlements for use. That may include the following if presented to the City Council, if a campaign contribution has been received from the applicant or their agents:

1. Applied for by the party;
2. Formally or informally requested by the party[1];
3. A contract between the Agency and the party or a franchise granted by the agency to the party, other than a contract that is competitively bid, a labor contract, or a personal employment contract. (G.C. 84308.2)

City Councilmembers are required to disclose on record any contribution, including aggregated contributions, of more than $250 made by the party or the party's agents within the preceding twelve (12) months to any Candidate Controlled Committees. The prohibition applies to any 12 months while the proceeding is pending and for 12 months following the date a final decision is rendered in the proceeding.

X. MOTIONS

Motions are the vehicles for decision making by a body. It is normally best to have a motion before the body prior to commencing discussion of an agenda item. There are three motions that are the most common and recur often at meetings:

1. The basic motion. The basic motion is the one that puts forward a decision for the body's consideration.

2. The motion to amend. If a Councilmember wants to change a basic motion that is before thebody, they would move to amend it.

3. The substitute motion. If a Councilmember wants to completely do away with the basic motionthat is before the body, and put a new motion before the body, they would move a substitute motion.

Motions may be made by any member of the City Council, including the Chair. Any member of

the City Council may second a motion. (Reference *Rosenberg's Rules of Order* for a more detailed discussion on motions in general and sample motions.)

A. Procedure for Motions: The following is the general procedure for making motions:

1. The item is presented by staff or others followed by questions and discussion by Councilmembers.

2. A Councilmember who wishes to make a motion shall first obtain the floor.

3. A Councilmember who wishes to second a motion shall do so through a request to the Chair.

4. Before a motion can be discussed, it shall be seconded.

5. Once a motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Presiding Officer.

6. Once the matter has been fully debated and the Presiding Officer calls for a vote, no further debate will be allowed, provided, however, any Councilmember may be allowed to explain his or her vote prior to the vote being cast.

B. Amendments to Motions: As previously discussed, when a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

XI. PUBLIC HEARINGS~~/ORDINANCES & RESOLUTIONS~~

A. Except as provided otherwise by law, public hearings shall generally be conducted as follows:

1. Scheduled public hearings shall commence at 6:00 p.m. or as soon thereafter as possible.

2. Speakers are encouraged to complete a Speaker Request Slip; however, a Speaker Slip is not required in order to speak.

3. At the beginning of each public hearing item, the Presiding Officer shall announce the item for the public hearing, request that staff present the staff report and any other relevant evidence, and open the public hearing. The presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing.

4. Following the staff report and opening of the public hearing, the Presiding Officer shall thereupon call upon the proponent (if other than staff) to present his or her presentation. Thereafter, the Presiding Officer shall inquire as to whether there are any persons present who desire to address the City Council on the matter. Any person desiring to speak or present evidence shall then make their presence known to the Presiding Officer and, upon being recognized by the Presiding Officer, may speak or present evidence relevant to the subject matter being heard.

5. The applicant/appellant, and/or their representative shall speak first and shall have a sufficient amount of time to do so, any portion of which may be reserved and used for rebuttal.

6. Each member of the public wishing to address the City Council, other than the applicant/appellant, shall then be allowed to address the City Council and shall have three (3) minutes to speak. Prior to declaring the public hearing open, however, when necessary because of the number of possible speakers, the Presiding Officer may establish a time limit for the entire public hearing, or establish time limits for the presentation of each individual speaker. All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks,as well as other graphic evidence. All such evidence presented shall be retained by the City Clerk as part of the record.

7. Councilmembers who wish to ask questions of the speakers, staff or each other, during the public hearing portion, may do so only after being recognized by the Presiding Officer in the manner set out in this policy.

8. Councilmembers should be mindful that the purpose of the public hearing is to obtain testimony, and not to debate the merits of the item under consideration. Councilmembers should avoid debate and expressions of personal opinion until after the close of the public hearing.

9. Following the conclusion of such questions, the Presiding Officer shall allow the applicant/appellant the opportunity for rebuttal.

10. Following the rebuttal, the Presiding Officer shall close the public hearing and then allow each Councilmember to state his or her opinion on the item before asking for a motion to decide the matter.

11. Upon closing the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the City Council without reopening the public hearing through the Presiding Officer with consensus of the City Council.

12. The Presiding Officer at all times shall conduct the public hearing in such a manner as to afford due process to all affected persons.

XII. MEETING DECORUM & CONDUCT

Meetings of the City Council shall be conducted in an open and orderly manner and in an environment safe for all persons in attendance to ensure that the public has a full opportunity to be heard and that the deliberative process of the Council is retained at all times. The Presiding Officer shall be responsible for maintaining the order and decorum of meetings. Thispolicy is not intended to deprive any person of his or her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe and conducive place to conduct public business.

A. Conduct:

1. Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of obscene, lewd, loud, threatening, repeatedly irrelevant or repetitious, or abusive language, including clapping, whistling, yelling, stamping of the feet, or other acts which disturb, disrupt, impede, or otherwise render the orderly conduct of the City Council meeting infeasible. A member of the audience engaging in any such conduct may, after warning by the Presiding Officer, at the discretion of the Presiding Officer or a majority of the City Council, be subject to removal from the meeting.

2. Persons in the audience will refrain from creating, provoking, or participating in any type of disturbance involving unwelcome physical contact.

3. Noise emanating from the lobby outside the Council Chambers which is audible within the Chambers shall not be permitted. The Sergeant-at-Arms is authorized to enforce this rule by requesting those in the lobby to remain silent or to leave the area.

B. Authorized & Designated Areas:

1. No person shall stand or sit in the aisles. No person shall block any doorways or exits.

2. No person except City officials shall be permitted within the platform area in front of the City Council dais without the prior consent of the Presiding Officer or City Manager.

C. Signs, Objects, or Symbolic Material:

1. Placards, signs, and posters may be brought into the Council Chambers unless such objects disturb, disrupt, impede or otherwise render the orderly conduct of the Council meeting infeasible, or block the view of any other person in attendance, in which case such placard, sign, or poster shall, at the discretion of the Presiding Officer or a majority of the Council, be moved to a different location or removed from the Chamber.

2. Packages, bundles, suitcases, or other large or potentially dangerous objects shall not, without the prior authorization of the Presiding Officer or City Manager, be brought into the City Council Chamber and are subject to search to determine that they do not pose a threat or as otherwise requested by the Sergeant-at-Arms.

D. Service Animals: Except as otherwise allowed by the City Council, no animals except for service animals shall be brought into the Council Chambers.

E. Photography/Videography: Photographs, audiotapes, and videotapes may be taken from the rear of the Council Chambers or from any seat within the Chambers, as long as such activity does not disrupt or disturb the audience, public speakers, Councilmembersor others on the dais, and interfere with the orderly conduct of the meeting. When a filming area has been designated by the Fire Marshal or Sergeant-at-Arms, filming shall occur in that area only. The Fire Marshal or Sergeant-at-Arms may designate an area forcredentialed media only.

F. Cellular & Electronic Devices: Persons in the audience will refrain from using cellular phones and/or pagers while the City Council meeting is in session.

XIII. ENFORCEMENT

A. Sergeant-at-Arms: The Chief of Police or designee shall be the ex-officio Sergeant-at-Arms of the City Council. The Sergeant-of-Arms shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum in the Council Chambers. Any Councilmember may move to require the Presiding Officer to enforce the rules upon affirmative vote of a majority of the Council.

B. Violations: Upon a violation of the Rules of Procedure and Order established herein, the procedure to enforce the rules are as follows:

1. **Warning:** The Presiding Officer shall first request that a person who is violating the rules cease such conduct. If, after receiving a request from the Presiding Officer, theperson persists in violating the rules, the Presiding Officer shall order a recess. The Sergeant-at-Arms is authorized to warn the person that their conduct is violating the rules and that they are requested to cease such conduct. If upon resumption of the meeting the violation persists, the Presiding Officer may order another recess whereupon the Sergeant-at-Arms shall have the authority to order the person removed from the meeting and/or citied in violation of Penal Code Section 403.

2. **Motion to Enforce:** Any Councilmember may call a Point of Order should the City Council fail to abide by the provisions of this policy, whereupon the City Council shall immediately act upon the Point of Order by roll call vote. If the Presiding Officer fails to enforce the Rules of Procedure and Order set forth herein, any member of the City Council may move to require the Presiding Officer to do so, and an affirmative vote of a majority of the City Council shall require the Presiding Officer to do so. If the Presiding Officer fails to carry out the will of the majority of the City Council, the majority may designate another member of the City Council to act as Presiding Officer for the remainder of the meeting, for the limited purpose of enforcing the rules established herein.

3. **Clearing the Room:** Pursuant to Government Code section 54957.9, in the event that any meeting is willfully interrupted by a group of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the

removal of the individuals who are willfully interrupting the meeting, the Presiding Officer may order the room cleared and the meeting shall continue in session. Only matters appearing on the agenda may be considered in such a session. Credentialed representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to Section 54957.9.

4. **Violation of California State Law:** A person or persons who willfully and intentionally impair or impede the conduct of a City Council meeting by violating these Rules of Procedure and Order may be prosecuted under California Penal Code section 403,California Elections Code section 18340, or any other applicable State law for disturbing a public meeting.

XIV. PROCEDURAL MATTERS

A. City Council Seating Arrangement: The seating arrangement of Councilmembers on the dais is at the prerogative of the Mayor.

B. Signing of Meeting Documents: The Presiding Officer shall sign all ordinances, resolutions, contracts, and other documents necessitating official signature which were adopted in their presence, unless unavailable, in which case the signature of the Vice-Mayor may be used.

~~C. Copy of Recordings: The public may obtain from the City Clerk a copy, at cost, of an existing recording made by the legislative body of its public sessions.~~

~~D. Ceremonial Matters: There are several different types of action the City Council maytake to provide recognition or express appreciation:~~

~~1. Certifications of Appreciation or Recognition: Commendations are typicallyissued to acknowledge the activities of a person or organization.~~

~~2. Proclamations: Public announcements directing attention to a person, organization, event, or cause. Proclamations will be issued subject to the policy described below.~~

~~E.~~C. Proclamations: It is the policy of the City Council to issue proclamations for certain individuals, organizations, events, or causes, when such a proclamation positively impacts the community and conveys an affirmative message to residents.

1. Discretion should be used in determining whether or not to issue a proclamation. Proclamations that are political in nature, are controversial, or that likely would not enjoy a high level of community interest and support, arediscouraged.

2. It is the policy of the City Council to process requests for proclamations in thefollowing manner:

    a. Requests for proclamations will be made through the Mayor's Office;

    b. If the Mayor determines that the proclamation request is consistent with the policy stated above, the Mayor will direct his or her staff member to prepare the proclamation and the proclamation will be issued.

    c. Upon receipt of the draft proclamation language, the Mayor will direct the City Manager to place the item on a meeting agenda depending on the nature and time-sensitive nature of the request.

    d. Mayor and City Councilmembers will sign all Proclamations that go before the City Council. The Mayor's Office will have an electronic file of each Councilmember on record to be used in the event that a City Councilmember is unable or unavailable to sign the Proclamation,

XV. SOCIAL MEDIA

With the ever-growing use of social media, the City Council and City staff should be aware that comments, statements, opinions, etc. are still subject to the same restrictions identified in the California Government Code, including but not limited to (the Brown Act and the Public Records Act). While the City of National City strives to maintain community involvement and transparency in its government functions, certain State and local laws must be considered and kept in mind while using social media platforms. Social media platforms such as Facebook, Twitter, and others can be viewed by other people including other Councilmembers. Councilmembers are encouraged to check the information they provide for accuracy.

Multiple Councilmembers cannot comment on the same conversation, as that can create a "serial meeting" of the City Council and is a direct violation of the Brown Act. If Councilmembers communicate on social media about "City business", as defined in City Administrative Policy No. 02.06, any such communication may be released to the public upon request.

Councilmembers should refrain from stating personal opinions on matters being brought

before the City Council including, but not limited to: personal opinions on topics, declarations on how an official intends to vote for an item, debating with citizens on items, or presentation of the Councilmember's argument in support or opposition of an item, as those could be considered violations of the Brown Act, which can result in criminal and civil liabilities for the official.

Councilmembers should always maintain professionalism and common courtesy in posts and comments when commenting in their official capacity and should remain neutral in postings to prevent the interpretation that a decision has already been made outside of an open meeting, in violation of the Brown Act. Councilmembers should also be aware that there is inherent personal civil liability risk on all comments they make outside of official meetings. For example,if a Councilmember "blocks" a social media user, or deletes a comment from a social media user, the Councilmember risks violating the social media user's First Amendment rights.

Councilmembers should not use their official positions to make negative posts, voice personal opinions, etc. against any individual, business, entity, etc., as that could create negative feedback for the official and City and could potentially subject the official to personal civil liability for slander, defamation of character, or other civil remedies that could be determined by a court. Councilmembers should also refrain from using aliases or having fake profiles on social networking sites.

City Councilmembers and staff shall not use any official City media site, including but not limited to the City's Facebook page, the City's Twitter accounts, or to any other City media outlet for personal reasons or personal gain.

IV. POLICY INTERPRETATION & APPLICABILITY

The Policy and Rules of Procedure and Order set forth herein shall be liberally construed to effectuate their purpose and no ordinance, resolution, proceeding or other action of the City Council shall be invalidated, nor the legality thereof otherwise affected, by the failure or omission of the City Council to technically comply with, observe, or otherwise follow such rules. Any provision of these rules not already governed by City ordinance or State law may be suspended by a majority vote of the City Council.

The rules set forth herein shall apply to all meetings of the City Council subject to the Brown Act and shall apply to the Council Chamber or any other location where a meeting subject to these rules takes place. In the event of any inconsistency between these rules and State law or regulation, State law or regulation shall apply.

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

IV. DEFINITIONS

Abstain	To publicly refrain from voting usually because of a conflict interest.
Adjourn	A privileged motion to officially close a meeting. A second is required and a majority vote is required to adopt it.
Call to Order	An announcement by the Presiding Officer to convene a meeting.
Consent Calendar	The routine parts of the agenda which are approved without discussion or dissent.
Decorum	To conduct oneself in a proper manner.
Dire Emergency	When a majority of the legislative body determines that a dire emergency exists, it may call an emergency meeting (Government Code Section 54956.5(a)(2)). A dire emergency, is defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.
Emergency Meeting	When a majority of the legislative body determines that an emergency situation exists, it may call an emergency meeting (Government Code Section 54956.5). An emergency is defined as work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.
Legislative Body	City Councilmembers are legislators. Together, the members of the City Council constitute a legislative body that is given authority by the State constitution and State law to make local law.
Meeting	Includes any congregation of a majority of the members of a legislative body at the same time and location, including

	teleconference location as permitted by Section 54953, to hear, discuss, rdeliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.(Government Code § 54952.2(a).)
Minutes	The official record of what is done at a meeting.
Motion	The vehicles for decision-making by a body used with a vote to indicate approval, denial, adoption, or direction.
Ordinance	A City law that generally requires two separate meetings and typically becomes effective thirty days after adoption.
Parliamentarian	One who advises the Officers, Committees, and Council Members on matters regarding parliamentary procedure.
Policy	The opinions, philosophy, or practices that are adopted by an organization.
Public Hearing	Items that are publicly noticed for a specific City Council meeting date, as generally required by law, and are designed to receive separate public input on a specific matter.
Point of Order	An interruption of a meeting to question whether rules or bylaws are being broken.
Presiding Officer	The officer conducting the meeting; Chair or Chairman.
Public Hearing	A noticed public session to receive original evidence or testimony on applications regulated by this title. Scheduled public hearings shall be commenced at 6:00 p.m. or as soon thereafter as possible.
Quorum	The minimum number of members who must be present at a meeting to transact business legally.
Ralph M. Brown Act	The Ralph M. Brown Act, commonly known as the "Brown Act," governs meetings conducted by local legislative bodies, such as Boards of Supervisors, City Councils and School Boards. The Act represents the Legislature's determination of how the balance should be struck between public access to meetings of

	multi-member public bodies on the one hand and the need for confidential candor, debate, and information-gathering on the other. The purpose of the Brown Act is to facilitate public participation in local government decisions and to curb misuse of the democratic process by secret legislation by public bodies.
Recess	A period of time longer than twenty (20) days without a regular or special meeting of the Council.
Resolution	A legislative or other type of action providing for the disposition of a particular item of business. Resolutions take effect upon passage by a majority vote of the City Council unless other law imposes a later effective date.
Rosenberg's Rules of Order	Written rules of parliamentary procedure which govern a meeting.
Sergeant-at-Arms	The Chief of Police or his or her designee shall be the ex-officio Sergeant-at-Arms of the City Council.
Special Meeting	In contrast with a regular meeting, a meeting called for a particular purpose that is stated when the meeting is called.

SECTION XVIII. RELATED POLICY REFERENCES

Related Policy References

National City Municipal Code, Chapter 2.04
National City Municipal Code, Title 16
Ralph M. Brown Act
Rosenberg's Rules of Order
City Council Policy No. 102 - City Council Meeting Times
City Council Policy No. 103 - Special Council Meetings
City Council Policy No. 105 - Off Agenda Items and Placing Non-Agenda Items on the Agenda
City Council Policy No. 106 - Preparation of City Council Meeting Minutes
City Council Policy No. 113 - Unauthorized Disclosure of Information Revealed in Closed Sessions
City Council Policy No. 116 - Procedure for Disclosure of Ex Parte Contacts

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	**POLICY #104**
ADOPTED: December 13, 1983	**AMENDED:** ~~October 17, 2023~~ October 15, 2024

Administrative Policy No. 02.06- Public Records Act Affecting Personal ElectronicDevices & Accounts of City Users

Prior Policy Amendments

June 11, 2013 (Revised – removed Robert's Rules of Order and replaced with Rosenberg's Rules of Order) Per meeting minutes
October 8, 2013 (Resolution No. 2013-147)
April 2, 2019 (Resolution No. 2019-37)
August 18, 2020 (Resolution No. 2020-152)
October 5, 2021 (Resolution No. 2021-148)
August 15, 2023 (Resolution No. 2023-119)
October 17, 2023 (Resolution No. 2023-149)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Preparation of City Council Meeting Minutes	**POLICY # 106**
ADOPTED: June 17, 1986	**AMENDED:** ~~August 15, 2023~~ October 15, 2024

PURPOSE

To establish the format of the official minutes of the City Council (and all their subsidiary functions) and the disposition of video recordings of those proceedings.

POLICY

The meeting minutes will be action only minutes and will include the item title, staff recommendations, Board, Commission and Committee recommendations, the Council action and the vote.

Public Hearings will include a list of people speaking in favor / in opposition or neutral to the item for consideration.

The record of all items of business considered by the City Council (or their other subsidiary functions) shall consist solely of a brief title identifying each item of business, the recommendation of any Board, Commission or Committee, the recommendation of staff, the motion made, and the vote taken. The record of that portion of the City Council meeting devoted to reports from the Mayor, the City Attorney, and the other staff shall consist of a brief description of the subject matter of the report and of any description, provided that the record or any part thereof shall be verbatim if so requested by a member of the City Council prior to approval of the minutes. This would be to memorialize the conversation in the minutes. However, the video of the complete meeting is available on the City website for historical reference in full version.

It is the goal of the City Clerk's Office to post the recording or webinar of the meeting within 24 hours of the meeting. The City Council meeting minutes will be posted once adopted by the City Council.. Hard copies of the City Council meeting agendas and minutes are available in the City Clerk's Office. Minutes and recordings will be maintained on the City's website according to the City's most current Records Retention Schedule.

Related Policy References
None.

Prior Policy Amendments
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** November 16, 2021

PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Housing Advisory Committee including Ex-Officio Members
4. Port Commission (Per the San Diego Unified Port District Act, Section 16, this seat must be filled by a National City resident. The Commissioner shall be a resident of the City at the time of their appointments, and during the full term of the appointment.)

POLICY

Appointment Process

A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.

B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.

C. Vacancies. When vacancies occur, the following procedure shall be followed:

1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy

on a form provided by the City Clerk on the City website.

Unscheduled vacancy. An unscheduled vacancy shall be filled according to Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:

    1. Civil Service Commission
    2. Planning Commission
    3. Housing Advisory Committee including Ex-Officio Members
    4. Port Commission

    The City Council fills vacancies on these bodies.

D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:

1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall

contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date, and the position's necessary qualifications. It shall also include a list of all Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.

3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.

4. Applications. Applications shall be ~~available~~ accepted electronically on the City website ~~and in the City Clerk's Office.~~ Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.

5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.

6. Residency requirement: If a position on the Board, Commission or Committee is for a resident, the applicant must be a resident at the time of submitting the application. The address must be an identifiable National City address, with verification by the City Clerk's Office. If an applicant is found to be a non-resident, they will not be considered. They will be encouraged to apply for a non-resident seat when available.

7. Interviews:

   a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.

   b. City Council Appointments: Interviews for the four (4) Civil Service

Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.

~~b.~~c. The City Clerk's Office makes attempts to inform applicants of the date and time of the City Council Meeting scheduled for interviews and appointments. Allowing the applicant the opportunity to attend in person or via Zoom for interviews and questions. Attempts are made via emails, and telephone calls prior to the meeting.

8. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

9. For City Council Appointments, the Interview Process is as follows:

a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.

b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.

c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.

d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.

e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

   If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. Councilmembers will mark their paper, fold it and hand it to the City Clerk as they are collected. If a member is virtual, they will announce their vote verbally first before any other votes are read into the record. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

   In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote and is declared to be the newly–appointed member of the Board, Commission, or Committee.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

11. Report to Council:

    All applications received for vacancies, whether Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with Government Code Section 6255(a) because the public interest served by not

disclosing the applicant's personal, private information and protection of the applicant's right to privacy outweighs the public interest served by disclosing that information.

12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee, or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

    a. A special vacancy notice shall be posted in the Office of the City Clerk, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.

    b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

    However, the Appointing Authority may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

13. Only City Residents may be elected to Chair and Vice-Chair positions. To be eligible to be elected as the Chairperson of a City Board, Committee, or Commission, the member must be a resident of the City.

14. Resignations, Attendance, Training, and Removals

    Resignation:

    If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

    Attendance:

    Regular attendance at meetings is critical to be effective operation of City Boards,

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** November 16, 2021

Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.

2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences:

An "excused absence" is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability

is not expected to last longer than 30 days.

Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Removal:

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** November 16, 2021

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References
Government Code Section 40605
Government Code Section 54970, et seq.
Article XX of the California Constitution, and California Government Code Section 36507
California Government Code Section 53235(b)
California Government Code Section 87100 et seq
National City Municipal Code Title 16 (pending)

Prior Policy Amendments:
February 2, 2021 (Resolution No. 2021-08)
May 19, 2020 (Resolution No. 2020-95)
November 9, 1993 (Resolution No. 93-173)
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
May 19, 2020 (Resolution No. 2020-20)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Mayor and City Councilmembers Office Budget	POLICY: 121
ADOPTED: June 4, 2024	AMENDED: October 15, 2024

PURPOSE

The City Council of National City, during the adoption of the Fiscal Year 2023-2024 City Budget, included a $100,000 appropriation for each Councilmember's budget. The purpose of this policy is to establish uniform guidelines and procedures for the expenditure of the funds to ensure that the funds are expended in the best interests of the Council District and/or City, as applicable, and are consistent with the objectives of the City's Strategic Plan and City Council priorities.

POLICY

A. The Mayor and each Councilmember must submit an Annual Appropriation Request for review by the Department of Finance and the City Manager as part of the City's Annual Budget Adoption process.

Budget categories are as follows:

- *Personnel Services*
  - Part Time Positions
  - Full Time Positions
  - Professional Services (consultants)

- *Governmental Purposes*: These expenditures must be consistent with the City's adopted Strategic Plan and City Council priorities and spent within the District of the Councilmember. (See attached Strategic Plan 2020 -2025).

- *Training, Travel and Subsistence*: These expenditures are for conferences or training registration fees, travel costs associated with getting to the training/conference, and lodging and meals during the training/conference. The training/conference must be directly related to City business and have a direct benefit to the City and, therefore, will be considered City business. When a Councilmember attends a conference/training at the expense of the City he/she must report out on the conference/training in accordance with AB 1234. Attachment 2 to this policy is the list of approved conferences and trainings. Conferences/trainings not listed will require City Council approval. All requests for reimbursement for travel and conference/training expenses must be consistent with City Council Policy #109 and must be pre-approved by the Purchasing Review Committee.

- These funds may also be used for travel, lodging and meals related to legislative advocacy provided the legislative advocacy is consistent with the City's adopted legislative platform.

- *Materials and Supplies*: These expenditures are for general office supplies, supplies for events or outreach. Purchase of materials and supplies must be consistent with the City's Purchasing Policy.

B. *Professional Services*: Councilmembers may require, in addition to administrative support, services of a recurring nature or for a specific one-time project which cannot be routinely provided by City staff, either because of the expertise required or the ongoing workload. Consultants may be employed where City staff is unable to accommodate this need.

It is the policy of the Council that the selection of consultants by Mayor and/or Councilmembers shall be made from as broad a base of applicants as possible and that the choice be based on demonstrated capabilities or specific expertise. The Council encourages the engagement of local consultants where possible. The type and scope of the required service or product must be clearly defined by the Mayor/Councilmember so the City Manager can determine whether it can be most efficiently provided by City staff or by a consultant and, where a consultant will be chosen, whether licensed or non-licensed services are necessary.

A minimum of three qualified consultants should be considered for selection except in those cases where unique expertise is required and can be provided only by a limited number of available consultants.

All consultant contracts must be reviewed by the City Attorney's Office for compliance with AB 5 and shall be on a City Attorney approved contract form. All consulting contracts which exceed $50,000 shall be reviewed and approved by the City Council. At a minimum, the following information shall be provided to the Council for review:

* The length of time the consultant has been in the business required by the scope of work.

* Proof of expertise and demonstrated success in the field of expertise required by the scope of work.

* Disclosure of economic interests and relationships between the Mayor/Councilmember and the consultant during the past 12 months.

For contracts below $50,000, the City Manager has the discretion as to whether City Council approval is required.

C. *Part Time and Full Time Personnel*: Part time and full time personnel shall be recruited and hired in accordance with the City's personnel hiring policies and practices.

D. *Restrictions on the Use of Public Resources*: All expenditures are subject to the restrictions on the use of public funds including, but not limited to:
   a. Gift of public funds prohibited.
   b. Use of public funds or resources for political purposes is prohibited.
   c. Political activities during the workday are prohibited.
   d. Public resources cannot be used for political campaign activities.

E. Social Media: To the extent public resources (i.e. funds or staff) are used for social media, the City's Social Media Policy is applicable. The Social Media Policy is Policy 1.13 and is located in the City Administrative Manual.

F. Reimbursement Procedure: Prior to the expenditure, all reimbursement requests must be submitted to the Mayor (acting as the Department Head) for approval. The request shall show the details of the proposed expenditure with supporting documents. The Mayor shall review the request for compliance with this policy and any other applicable policy and affix his/her signature to signify approval and submit the request to the City Manager for final approval. Should the Mayor not approve a reimbursement request he/she shall notify the City Council within 24 hours of the denial and provide the basis for the denial. In the event the Mayor and City Manager disagree as to the approval/denial of the specific request, the request shall be submitted to the City Council for consideration.

G. District Budget Carryover: Council District funds shall be expended during the fiscal year approved. Unexpended funds shall not carry over into the next fiscal year.

H. Non-profits: Council District funds shall not be used to contribute to or support non-profit or tax exempt organizations.

I. This policy shall be reviewed on an annual basis.

PRE-APPROVED CONFERENCES

- California League of Cities sponsored conferences/trainings
- National League of Cities sponsored conferences/trainings
- California Fair Political Practices Commission sponsored conferences/trainings
- International Council of Shopping Centers (ICSC) sponsored conferences/trainings
- American Public Works Association (APWA) sponsored conferences/trainings
- Vehicles for Change sponsored conferences/trainings
- National Association of Regional Councils sponsored conferences/trainings
- Conferences/trainings approved during the Budget Adoption process
- San Diego Regional Chamber of Commerce Binational Delegation to Mexico City

Strategic Focus Area #1 – Balanced Budget and Economic Development

a) Maximize economic development strategies.
b) Partner with other public agencies and non-profits, to increase revenue and augment services.
c) Manage pension and other employee expenses.
d) Optimize City assets and lease property, when appropriate.

Strategic Focus Area #2 – Communication and Outreach

a) Prepare effective budget, close deficit, accurately forecast funding sources, manage investments wisely, provide consistent financial reports, maintain clean audits, resolve findings/ deficiencies in a timely manner, and update finance and budget policies.
b) Connect the community with timely and transparent information.
c) Increase meaningful outreach through quality engagement.
d) Improve emergency preparedness and public noticing.
e) Promote educational and economic opportunities.

Strategic Focus Area #3 – Health, Environment, and Sustainability

a) Update and Implement the Climate Action Plan.
b) Support a healthy community through active living and healthy eating.
c) Create health and education hubs around major transit stops.
d) Support an age-friendly community.

Strategic Focus Area #4 – Housing and Community Development

a) Pursue new housing options at all income levels.
b) Ensure preservation of existing affordable housing stock.
c) Streamline permitting and improve code compliance.
d) Enhance role in reducing homelessness.

Strategic Focus Area #5 – Parks, Recreation and Library

a) Improve outreach and increase participation.
b) Organize community events and support other gatherings.
c) Seek reliable funding and synergize the South Bay partners.
d) Develop volunteer program and community services plan.

Strategic Focus Area #6 – Public Safety

a) Reduce overall crime and illegal activity
b) Improve operational readiness and community resilience
c) Enhance recruitment and retention and promote public safety pipeline.
d) Expand community engagement and increase visibility.

Strategic Focus Area #7 – Transportation Choices and Infrastructure

a) Expand mobility choices by improving access to transit, biking, walking, rolling and parking management.
b) Improve traffic safety through traffic calming and safe routes.
c) Update capital needs assessment and funding strategies.
d) Maintain infrastructure and establish measurable targets.

Prior Policy Amendments:
June 4, 2024 (Resolution No. 2024-60) Initiated

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CITY COUNCIL POLICY NOS. 101, 104, 106, 107, and 121

WHEREAS, the City of National City ("City") City Council Policy No. 101 requires an annual review of the City's City Council Policy Manual; and

WHEREAS, having completed the annual review of the City's City Council Policy Manual, City staff requests that the City Council authorize updates to Policy Nos. 101, 104, 106, 107, and 121 as displayed in Exhibits B through F of the agenda report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: Authorizes updates to the following City Council Policies:

Policy No. 101 – City Council Policy Manual; and

Policy No. 104 – Rules of Procedure and Order for City Council Meetings; and

Policy No. 106 – Preparation of City Council Meeting Minutes; and

Policy No. 107 – Appointments to Boards, Commission and Committees; and

Policy No. 121 – Mayor and City Councilmember Office Budget

Section 2: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024

_____

Ron Morrison, Mayor

ATTEST:

_____

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM

_____

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, October 15, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Approval of City Council Meeting Minutes.

RECOMMENDATION:
Approve and File.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Meeting Minutes:
Regular City Council Meeting of October 1, 2024

FINANCIAL STATEMENT:
Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A - Regular City Council Meeting of October 1, 2024 – Meeting Minutes

REGULAR MEETING MINUTES OF THE CITY COUNCIL

October 1, 2024, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** **Councilmember Molina** **Councilmember Rodriguez** **Vice-Mayor Yamane** **Mayor Morrison**
Others Present:	**Ben Martinez, City Manager** **Barry J. Schultz, City Attorney** **Shelley Chapel, City Clerk** *(via Zoom)* **Carlos Aguirre, Director of Community Development** **Walter Amedee, Management Analyst III** **Juanita Castaneda, Recreation Supervisor** **Robert Drew, Deputy Fire Marshal/Fire Inspector** **Jo Espiritu, Fire Inspector** **Bruce Foltz, Finance Director** **Danielle Ghio, Acting City Librarian** **Jacob Guzman, Fire Inspector** **Brian Hadley, Deputy City Manager** **Alex Hernandez, Chief of Police** **Lydia Hernandez, Director of Human Resources** **Robert Hernandez, Division Chief/Fire Marshal** **Tonya Hussain, Deputy City Clerk** **Martha Juarez, Assistant Director of Engineering/Public Works** **Sergio Mora, Fire Chief** **Ronny Soriano, Neighborhood Services Manager**

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:07 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Molina, Rodriguez, Yamane *(6:31 p.m. arrival)*, Morrison

Interpretation in Spanish provided by Carlos Diaz and Luisa Diaz de Leon.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. INVOCATION

Delivered by Pastor Reuben.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Chapel.

Five (5) speakers provided virtual comments and two (2) people provided in-person comment:

Virtual Comment:
Peggy Walker
Megan Stuart
Madison Rapp
Terri-Ann Skelly
Becky Rapp

In-person Comment:
Rob Umana
Truth

6. PROCLAMATIONS AND RECOGNITION

6.1 Proclamation - Fire Prevention Week

Mayor Morrison introduced the Proclamation. The proclamation was accepted by Chief Mora and Fire Department staff. The staff performed a demonstration for the City Council and community in attendance on the safe use of a Fire Extinguisher.

6.2 Introduction of New City Employees

City Manager Ben Martinez, Human Resources Director Lydia Hernandez, Neighborhood Services Manager Ronny Soriano, Director of Community

Development Carlos Aguirre, and Chief of Police Alex Hernandez introduced new members of department staff.

Councilmember Bush left the dais at 6:56 p.m. and returned at 7:02 p.m.

7. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

One public comment was received from Truth.

Councilmember Rodriguez had no report.

Councilmember Bush announced the annual Free Transit Day scheduled to occur on October 2, 2024.

Councilmember Molina reported on the business of the SANDAG Board of Directors meeting.

Vice-Mayor Yamane provided an update on the San Diego Water Authority.

Mayor Morrison had no report.

Port Commissioner Ungab provided an update via a PowerPoint presentation.

Councilmember Bush left the dais at 7:14 p.m. and returned at 7:15 p.m.

Councilmember Rodriguez left the dais at 7:17 p.m. and returned at 7:18 p.m.

8. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve the Consent Calendar with the exception of Items 8.3 and 8.4 pulled by Vice-Mayor Yamane; 8.7 pulled by Councilmember Molina; and, Items 8.8 and 8.9 pulled for public comment.

8.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda

Motion carried by unanimous vote.

8.2 Approval of City Council Meeting Minutes.

Approve and File.

Motion carried by unanimous vote.

Item pulled for discussion.

8.3 Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 6, grant appropriation for Construction (CON) phase.

Adopted Resolution No. 2024-111.

Brief report provided by Assistant Director of Engineering/Public Works Martha Juarez.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. A670 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 6; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $2,072,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $310,800.”

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Bush to adopt the resolution.

Motion carried by unanimous vote.

Item pulled for discussion.

8.4 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for a New Charter School (Integrity Charter School) to be located at 229-241 National City Blvd.

Report provided by Director of Community Development Carlos Aguirre.

One public comment received from Joseph Martinez.

Staff Recommends Approval of the New Charter School, Subject to the Recommended Conditions in the Attached Planning Commission Resolution and a Determination that the Project is Exempt from the California Environmental Quality Act (CEQA). An Educational Institution is a Conditionally Allowed Use in Development Zone 2 of the Downtown Specific Plan Area and would be a Resource for the Local Community.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to approve the staff recommendation.

Motion carried by unanimous vote.

8.5 Project Close-Out and Notice of Completion for the Civic Center ADA Accessibility Project, CIP No. 19-45.

Adopted Resolution No. 2024-112.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Blue Pacific Engineering and Construction for the Civic Center ADA Accessibility Project, CIP No. 19-45; 2) Ratifying Change Order Work in the Amount of $2,145.10; 3) Approving the Final Contract Amount of $214,419.00; 4) Ratifying the Release of Retention in the

Amount of $10,720.95; and 5) Authorizing the Mayor to Sign the Notice of Completion."

Motion carried by unanimous vote.

8.6 Project Close-Out and Notice of Completion for the Kimball Park Dog Park and Tot Lot and Las Palmas Park Dog Park Project, CIP 23-06.

Adopted Resolution No. 2024-113.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by HSCC Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park Project, CIP No. 23-06; 2) Approving the Final Contract Amount of $1,036,359.28; 3) Ratifying the Release of Retention in the Amount of $51,817.96; and 4) Authorizing the Mayor to Sign the Notice of Completion."

Motion carried by unanimous vote.

Item pulled for discussion.

8.7 Approval of Expenditures for Councilmember Jose Rodriguez related to Attendance at the California Department of Education Housing Summit in Sacramento on August 14, 2024.

Staff Recommends Approval of Expenditures for Councilmember Jose Rodriguez related to attendance at the California Department of Housing Summit in Sacramento on August 14, 2024.

ACTION: Motion by Councilmember Molina to deny approval of the expenditure. Motion failed for lack of a second.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to approve the expenditure.

Ayes: Bush, Rodriguez, Yamane, Morrison
Nays: Molina

Motion carried by 4-1 vote.

Councilmember Molina left the dais at 8:12 p.m. and returned at 8:13 p.m.

Item pulled for discussion.

8.8 Warrant Register #7 for the period of 8/9/24 through 8/15/24 in the amount of $2,564,874.14

Public comment was received from Truth and Thomas Rike.

Ratify Warrants Totaling $ 2,564,874.14

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Bush to ratify Warrant Register #7.

Motion carried by unanimous vote.

Item pulled for discussion.

8.9 Warrant Register #8 for the period of 8/9/24 through 8/15/24 in the amount of $4,828,614.60

Ratify Warrants Totaling $4,828,615.60

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to ratify Warrant Register #8.

Motion carried by unanimous vote.

9. STAFF REPORTS

9.1 Development and Disposition Agreement with Tower 999, LLC, for a Mixed-Use Housing Project Including City-Owned Real Property Located at 921, 925, and 929 National City Blvd.

Adopted Resolution Nos. 2024-114 and 2024-115.

Director of Community Development Carlos Aguirre presented a PowerPoint presentation.

Cyrus and Emilia, Inc. Managing Partner Cyrus Rapinan was present and answered questions posed by the Council.

Public comment was received from Thomas Rike for this item, mistakenly made during discussion for item 8.9.

Recommendation: Adopt the Resolutions Entitled:

1. "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Disposition and Development Agreement with Tower 999, LLC, a Nevada Limited Liability Company, for the Disposition of City-Owned Real Property Located at 921, 925, and 929 National City Boulevard for the Development of a Seven-Story, Mixed-Use Building with Approximately 9,294 Square Feet of Retail/Commercial Space and 127 Rental Housing Units."

2. "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Compensation Agreement by and among the City of National City, the County of San Diego, the National School District, the Sweetwater Union High School District, Southwestern College, San Diego County Office of Education, and the San Diego County

Water Authority Pertaining to the Sale of Real Property Located at 921, 925, and 929 National City Boulevard in National City."

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Molina to adopt both resolutions and for the team to work with staff to bring forward realistic parking solutions.

Motion carried by unanimous vote.

9.2 Amending City Council Policy No. 301 – Legislative and Judicial Platform for 2025

Adopted Resolution No. 2024-116.

Item presented by City Clerk Chapel.

Public comment received from Truth.

Staff Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy No. 301 – Legislative and Judicial Platform".

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to adopt the resolution.

Motion carried by unanimous vote.

Mayor Morrison called for a recess at 9:03 p.m. Meeting reconvened at 9:11 p.m. with all members present.

9.3 Municipal Services Agreement Whitepaper – Port of San Diego

City Manager Ben Martinez introduced the item and Special Legal Counsel Devaney Pate Morris & Cameron Partner Ralph Hicks, who provided a PowerPoint presentation. Fire Chief Mora, Police Chief Hernandez, and Port of San Diego President and Chief Operations Officer Randa Coniglio were present and addressed Council.

Public Comment was received from Jeremy Day and Randi Castle Salgado.

Recommendation: Approve for Distribution the City's Municipal Services Whitepaper to the Port of San Diego and Other Interested Parties, and Direct the City Manager to Secure Full Reimbursement Funding from the Port for Providing Municipal Services. The Full Cost Burden to the City from Providing Port Related Fire, Police, Community Development, and Engineering Services is $8,848,107.00. The City Currently Receives from the Port a Base Rate of Approximately $1.3 Million.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Molina to approve the recommendation with the addition of an Ad Hoc Committee to be

established by a City Council vote at the next City Council meeting on October 15, 2024.

Motion carried by unanimous vote.

10. CITY MANAGER'S REPORT

City Manager Martinez thanked the Public Works team for their preparation for Free Transit Day.

11. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

12. CITY ATTORNEY REPORT

No report.

13. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, October 15, 2024, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:24 p.m.

_____
Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of October 15, 2024.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, October 15, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Approving Proposed Amendments to the Planning Commission Bylaws.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving Proposed Amendments to the Planning Commission Bylaws."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On Monday, September 16, 2024, the Planning Commission approved the Bylaws as provided by a majority vote, 5-0, of those Commissioners present, with Commissioners Quinones and Valenzuela absent.

EXPLANATION:
The members of the Planning Commission are appointed by a majority of the City Council following a public interview at a City Council meeting. Commissioners are appointed to consider land use planning matters, to render determinations and make recommendations to the City Council, including changes to the City's General Plan, Specific Plans, and Land Use Code. The Planning Commission also provides discretionary review for land use matters such as Conditional Use Permits, Variances, and Subdivisions.

In addition to planning and land use matters, the Planning Commission also serves as the Housing Advisory Committee, which provides input on housing related matters, such as the Housing Element and the Focused General Plan Update, and plays a role in moving housing programs and projects forward.

National City Municipal Code (NCMC) Section 16.06.050 states that the Planning Commission may adopt bylaws and operating procedures from time to time, provided that such bylaws and procedures don't conflict with NCMC Chapter 16.06.

The Planning Commission was created by Ordinance No. 559 on December 15, 1925. The last time the Bylaws were revised was June of 2010. On Monday, September 16, 2024, the Planning Commission approved amendments to the Planning Commission Bylaws.

The Bylaws were amended to reflect City Council Policy No.107 and to be uniform in alignment with other Board, Commission, and Committee bylaws. A summary of the changes approved can be reviewed in the attached Exhibit A, in which the recommended edits are shown in a redline format for clarity.

FINANCIAL STATEMENT:
Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Communication and Outreach

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – FINAL Planning Commission Bylaws 2024 REDLINE
Exhibit B – FINAL Planning Commission Bylaws 2024
Exhibit C - Resolution

CITY OF NATIONAL CITY
PLANNING COMMISSION AND
HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

BYLAWS~~.~~

ARTICLE I – THE COMMISSION

Section 1. Name of Commission

The Commission shall act in the capacity of the "Planning Commission" and the "Housing and Community Development Committee" and shall hereinafter be referred to as the "Commission".

Section 2. Mission Statement

That the following shall be the Mission Statement of the Commission:

The Commission shall provide a forum to encourage communication from persons, organizations, and institutions in the City of National City about land use, housing, transportation, environmental quality, and safety ~~and landscaping~~ throughout the City of National City.

When serving as the Planning Commission, the Commission shall perform the following functions in accordance with state law §65103 and the City's Municipal Code Chapter 16.06~~2.28~~:

1. Prepare, periodically review, and revise, as necessary, the general plan.
2. Implement the general plan through actions including, but not limited to the administration of specific plans, and zoning, and subdivision ordnances.
3. Annually review the capital improvement program for consistency with the general plan, pursuant to Article 7 (commencing with Section 65400).
4. Endeavor to promote public interest in, comment on, and understanding of the general plan and regulations relating to it.
5. Consult and advise with public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens generally concerning implementation of the general plan.
6. Promote the coordination of local plans and programs with the plans and programs of other public agencies.
7. Perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

~~Additionally, in accordance with the City's Municipal Code Chapter 13.18, the Commission will perform the following functions:~~

~~8. Identify appropriate trees for planting within the City's parkways and along roadways within National City.~~

~~9. Adopt and routinely maintain an "official" street tree list of appropriate trees to install within the City's parkways and along roadways within National City.~~

~~10. All trees within the public right of way identified for removal and/or installation shall be referred to the Director of Public Works for determination that removal and/or installation of said tree is warranted. If the request is denied by the Director of Public Works, the property owner may appeal to the "Commission" for further review and determination (in accordance with Section 13.18.030 of the Municipal Code).~~

~~11. Review all public works projects when landscaping and street trees are proposed to determine appropriate and desirable street trees and landscaping that will further enhance and beautify the city.~~

When serving as the Housing and Community Development Committee, the Commission shall:

12. Encourage communication from persons, organizations and institutions in the City of National City, and to give advice and make recommendations to the housing authority or to the projects, programs and policies that seek to, for example: (1) pursue new housing options at all income levels; (2) ensure preservation of existing affordable housing; (3) streamline permitting and improve code compliance; and (4) enhance the city's role in reducing homelessness. ~~Give advice and make recommendations to the Community Development Commission of the City of National City on projects, programs, and policies including the following:~~

~~a. The Housing and Urban Development Section 8 Housing Assistant Payments Program for existing housing and for new construction.~~

~~b. Housing improvement, housing assistance and neighborhood improvement projects, programs and policies in connection with federal and state laws relating to housing and neighborhood improvement.~~

Formatted: Indent: Left: 0.5", Hanging: 0.5", Right: 0.48", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Tab after: 1.26" + Indent at: 1.26", Tab stops: 1", List tab + Not at 1.26"

Section 3 Duties

The duties of the Commission shall be:

1. To receive and review proposals for the General Plan, including the preparation of zoning, land subdivision and other discretionary development applications and performs all duties specifically assigned by the Municipal Code.

~~1.~~2. To review proposed projects for potential environmental impacts and compliance with the California Environmental Quality Act.

2.3. To make recommendations to the City Council for specific land use entitlements requiring final decision by the City Council.

3.4. To make recommendations to the Community Development Commission on matters pertaining to Section 8 Housing Assistant Payment Programs and housing improvement, housing assistance and neighborhood improvement projects, programs, and policies in connection with federal and state laws relating to housing and neighborhood improvement.

4.5. To make decisions related to installation and/or removal of street trees and landscaping within the public rights of way.

Section 4. Membership

A. Composition

The Commission shall be comprised of seven (7) individuals, which are residents of National City, appointed by, and to serve at the pleasure of the City Council. The Mayor with the approval of the City Council shall appoint the members. These seven (7) individuals shall be Planning Commission members and also serve on the Housing and Community Development Committee. , Two (2) additional individuals shall be appointed and serve only on the Housing and Community Development Committee. These two (2) additional individuals shall be appointed in the same manner as the Planning Commission members; shall be ex officio members, and shall have subject matter expertise in housing-related matters. Ex officio members are not required to be National City residents.be tenants of the community development commission (CDC), one of whom shall be over sixty-two years of age. Said ex officio members shall sit with the seven members of the Planning Commission on such occasions as the commission is acting in the capacity and carrying out the functions of the committee.

B. Terms of Membership

The terms of the members shall be for four (4) years, subject to reappointment by the City Council. Each four-year term shall commence on the first day of April and shall expire on the thirty-first day of March four years thereafter. Upon expiration of term, a member shall serve until re-appointed or replaced.

C. Termination of Membership

Membership in the Commission shall automatically terminate in the event that:

1. The member's term has expired. If a term expires, the member can eithershall continue until reappointment or replacement; or

2. The member shall have been absent from the number of Commission meetings specified in these bylaws.

D. Removal of Members

A member may be removed by a majority vote of the City Council.

E. Resignation

Any Commission member may resign at any time by giving written notice to the Chairperson. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

F. Filling of Vacancies

In the event a vacancy occurs on the Commission by reason of death, resignation, removal or termination, such vacancy shall be filled by the majority of the City Council, with new members so appointed having to meet the qualifications set forth in Article I, Section 4(a). Persons appointed to fill vacancies shall fill the unexpired terms of their predecessors.

ARTICLE II – OFFICERS

Section 1. Officers

The officers of the Commission shall consist of a Chairperson and a Vice Chairperson, and shall be elected in the manner set forth in this Article II.

Section 2. Chairperson

The Chairperson shall preside at all meetings of the Commission and shall submit such agenda recommendations and information at such meetings that are reasonable and proper for the conduct of the business affairs and policies of the Commission. The Chairperson shall sign all resolutions, approved minutes, and other legal documents of the Commission (if any).

Section 3. Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson.

Section 4. Staff

The Commission shall be served by a full-time professional staff within the Planning Division which shall include a secretary who will prepare an agenda for each regular or adjourned meeting. The agenda and supporting documentation shall be provided to the Commission at least four (4) calendar days prior to the date of the meeting at which such agenda is to be considered. The meeting shall be recorded and minutes prepared for approval by the Commission at the next regularly held meeting. The agendas and minutes shall be available to the public and retained at the City.

Section 5. Additional Duties

The officers of the Commission shall perform such other duties and functions as may from time to time be required by the Commission, the bylaws~~.~~ or other rules and regulations, or which duties and functions are incidental to the office held by such officers.

Section 6. Election

The Chairperson and Vice Chairperson shall annually be elected by a majority of the members of the Commission from among the members of the Commission. The terms of the Chairperson and Vice Chairperson shall be one year. The Chairperson and Vice Chairperson may serve consecutive and/or multiple terms.

Section 7. Vacancies

Should the offices of the Chairperson or Vice Chairperson become vacant, the Commission shall elect a successor from among the Commission members at the next regular or special meeting, and such office shall be held for the unexpired term of said office.

ARTICLE III – MEETINGS

Section 1. Regular Meetings

The Commission shall hold at least two regular meetings in each month and shall annually adopt a schedule for such meetings, shall adopt rules for the transaction of business, and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record. Any regular meeting may be dispensed with by a majority vote of the Planning Commission.

The Housing and Community Development Committee shall hold at least one meeting each quarter of each calendar year ~~of the~~ and shall annually adopt a schedule for such meetings, shall adopt rules for the transaction of business, and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record. Any regular meeting may be dispensed with by a majority vote of the Committee.

The Commission shall conduct meetings for matters pertaining to the Planning Commission on the first and third Monday of the month for which a meeting has been called by the Chairperson at 6:00 p.m. in the Council Chambers of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated. The agenda for each regular meeting shall be posted by City staff at City Hall and on the City's website at least 72 hours in advance consistent with the requirements of the Ralph M. Brown Act.

If there are no items scheduled for the Commission's consideration, the staff may advise the Chairperson there are no items for consideration and suggest cancellation of the meeting. Said cancellation of a meeting shall be posted by City staff at the City Hall and on the City's website. Staff shall announce that the regularly scheduled meeting of the Commission has been adjourned to the next regularly scheduled meeting.

All meetings shall be held and conducted in accordance with the provisions of the "Ralph M. Brown Act" (Section 54590 et seq., of the Government Code of the State of California. All meetings of the Commission are open to the general public.

Section 2. Special Meetings

Special meetings may be held upon call of the Chairperson, or of the majority of the membership of the Commission, for the purpose of transacting any business designated in the

call, after notification of all members of the Commission by written notice personally delivered or by mail at least 24 hours before the time specified in the notice for a special meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Chairperson a written waiver of notice, and as to any member who is actually present at the time the meeting convenes.

City staff shall be responsible for the posting of the agenda of the special meeting at City Hall and on the City's website at least 24 hours prior to the time specified in the notice for the meeting. At such special meeting, no business other than that designated on the approved agenda shall be considered.

Section 3. Adjourned Meetings

Any meeting of the Commission may be adjourned to an adjourned meeting without the need for additional notice or agenda, provided that the adjournment indicates the date, time and place of the adjourned meeting, and provided that the adjourned meeting occurs at the regularly scheduled meeting after the meeting for which notice and agenda requirements were met. Commission members absent from the meeting at which the adjournment decision is made shall be notified by the Chairperson of the adjourned meeting.

Section 4. All Meetings to be Open and Public

All meetings of the Commission shall be open and public to the extent required by law. All persons shall be permitted to attend any such meetings, except as otherwise provided by law. Nothing contained in these bylaws shall be construed to prevent the Commission from holding closed sessions during a meeting concerning any matter permitted by law to be considered in closed session, provided the Commission complies with the conditions and procedures provided by law for closed sessions.

Section 5. Quorum

The powers of the Commission shall be vested in the members thereof in office from time to time. A majority of the members of the Commission qualified and eligible to vote shall constitute a quorum for the purpose of conducting the Commission's business, exercising its powers and for all other purposes, but less than a majority of the members of the Commission may adjourn the meeting from time to time until a quorum is obtained. An affirmative vote by a majority of the members of the Commission qualified and eligible to vote shall be required for approval of any question brought before the Commission.

Section 6. Unexcused Absences

Membership in the Commission shall be considered removed terminate if a member has three (3) consecutive unexcused absences from meetings, whether regular or special, or misses more than 25% of the Commission's meetings in a calendar year, whether excused or unexcusedthree (3) absences from regular meetings, whether excused or unexcused. An excused absence is only granted when absolutely necessary and pre-approved if at all possible. The pre-approval of excused absences will be by the Commission as a whole and documented in the meeting minutes. Excused absences are: illness of the Commission member, their family or their personal friend; business commitment of the Commission member that interferes with the attendance at a meeting; attendance of the Commission member at a funeral, religious

service or ceremony, wedding or other similarly-significant event; or other reason for which the Commission member has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days. ~~member's absence shall be excused if, prior to the meeting from which said member will be absent, said member notifies the Chairperson or Designee of intent to be absent and the reasons therefore. At each meeting, after the roll has been called, the Chairperson shall report to the Commission the name of any member who has so notified of their intent to be absent and the reason of such absence. The Commission shall approve or disapprove such reasons for excused absences.~~

The Secretary of the Commission will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within the above guidelines, the Office of the City Clerk will prepare a report to the City Council for review and possible removal of the Commission member. Any Commission member may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Section 7. Order of Business

The following shall be the order of business at regular meetings of the Commission:

1) Roll Call
2) Flag Allegiance
3) Approval of Minutes of previous meeting
4) Approval of Agenda
5) Public Comment
6) Continued Public Hearings
7) Public Hearing
8) Other Business
9) Staff Reports
10) Adjournment

Section 8. Minutes

Minutes of the Commission shall be in writing. Copies of the Minutes of each Commission meeting shall be made available to each member of the Commission. Minutes shall be made available to the public. Approved Minutes shall be filed in the official Book of Minutes of the Commission and published on the City's website.

Section 9. Rules of Order

Except as provided in these bylaws~~.,~~ all business and matters before the Commission shall be transacted in conformance with Rosenberg's~~bert's~~ Rules of Order.

Section 10. Committee Reports

Oral and/or written reports of the Commission shall include a report of any findings and/or recommended action on matters for which the subcommittee was established.

ARTICLE IV – REPRESENTATION BEFORE PUBLIC BODIES

Any official representations on behalf of the Commission before the City Council or any other public body shall be made by the Chairperson, the Vice Chairperson in the Chairperson's absence, or a member of the Commission specifically so designated by the Commission pursuant to the Brown Act.

ARTICLE V – SUBCOMMITTEES

Section 1. Establishment

The Commission shall have the authority to, and may, establish subcommittees as necessary to accomplish the purposes set forth in Section 3 of Article I of these Bylaws.~~.~~

Section 2. Membership

Each subcommittee shall be composed of at least one (1), but not more than three (3) members of the Commission.

Section 3. Appointment of Members

Members on a subcommittee shall be appointed by the Chairperson of the Commission with the approval of the Commission.

Section 4. Officers and Meetings

Subcommittee chairpersons shall be designated by the Chairperson of the Commission from among the Commission members appointed to the subcommittee. Each subcommittee shall elect a vice chairperson, and shall establish the date, time and place for meetings to conduct the subcommittee's business. In the event that any subcommittee meets on more than two (2) occasions, then all further meetings of the subcommittee shall comply with the meeting requirements set forth in Article III.

Section 5. Subcommittee Reports

From time to time, the subcommittee shall submit reports to the Commission, which reports summarize the subcommittee's activities, findings and/or recommendations on matters for which the subcommittee was established.

ARTICLE VI – AMENDMENTS

Section 1. Adoption of these Bylaws~~.~~ and any Subsequent Amendment

The bylaws are to be reviewed and amended as needed when new Commissioners are appointed. The bylaws of the Commission may be amended upon the affirmative vote of at least five (5) voting members of the Commission, but no such amendment shall be adopted unless at least seven (7) days' written notice thereof has previously been given to all members of the Commission. Notice of amendment shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE VII- ORDER OF PRECEDENCE

Section1. Conduct of Affairs

The Commission will observe all applicable requirements of state and local law, including the following, which have been summarized as follows:

1. The Ralph M. Brown Act (Gov. Code, § 549501 et seq., hereinafter "the Brown Act" or "the Act")

2. From time to time, the Commission shall be required to attend or participate in specific training related to their position on the Commission.

CITY OF NATIONAL CITY
PLANNING COMMISSION AND
HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

BYLAWS

ARTICLE I – THE COMMISSION

Section 1. Name of Commission

The Commission shall act in the capacity of the "Planning Commission" and the "Housing and Community Development Committee" and shall hereinafter be referred to as the "Commission".

Section 2. Mission Statement

That the following shall be the Mission Statement of the Commission:

The Commission shall provide a forum to encourage communication from persons, organizations, and institutions in the City of National City about land use, housing, transportation, environmental quality, and safety throughout the City of National City.

When serving as the Planning Commission, the Commission shall perform the following functions in accordance with state law §65103 and the City's Municipal Code Chapter 16.06:

1. Prepare, periodically review, and revise, as necessary, the general plan.

2. Implement the general plan through actions including, but not limited to the administration of specific plans, and zoning, and subdivision ordnances.

3. Annually review the capital improvement program for consistency with the general plan, pursuant to Article 7 (commencing with Section 65400).

4. Endeavor to promote public interest in, comment on, and understanding of the general plan and regulations relating to it.

5. Consult and advise with public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens generally concerning implementation of the general plan.

6. Promote the coordination of local plans and programs with the plans and programs of other public agencies.

7. Perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

When serving as the Housing and Community Development Committee, the Commission shall:

Encourage communication from persons, organizations and institutions in the City of National City, and to give advice and make recommendations to the housing authority or to the projects, programs and policies that seek to, for example: (1) pursue new housing options at all income levels; (2) ensure preservation of existing affordable housing; (3) streamline permitting and improve code compliance; and (4) enhance the city's role in reducing homelessness.

Section 3 Duties

The duties of the Commission shall be:

1. To receive and review proposals for the General Plan, including the preparation of zoning, land subdivision and other discretionary development applications and performs all duties specifically assigned by the Municipal Code.

2. To review proposed projects for potential environmental impacts and compliance with the California Environmental Quality Act.

3. To make recommendations to the City Council for specific land use entitlements requiring final decision by the City Council.

4. To make recommendations to the Community Development Commission on matters pertaining to Section 8 Housing Assistant Payment Programs and housing improvement, housing assistance and neighborhood improvement projects, programs, and policies in connection with federal and state laws relating to housing and neighborhood improvement.

5. To make decisions related to installation and/or removal of street trees and landscaping within the public rights of way.

Section 4. Membership

A. Composition

The Commission shall be comprised of seven (7) individuals, which are residents of National City, appointed by, and to serve at the pleasure of the City Council. The City Council shall appoint the members. These seven (7) individuals shall be Planning Commission members and also serve on the Housing and Community Development Committee. Two (2) additional individuals shall be appointed and serve only on the Housing and Community Development Committee. These two (2) additional individuals shall be appointed in the same manner as the Planning Commission members; shall be ex officio members, and shall have subject matter expertise in housing-related matters. Ex officio members are not required to be National City residents.. Said ex officio members shall sit with the seven members of the Planning Commission on such occasions as the commission is acting in the capacity and carrying out the functions of the committee.

B. Terms of Membership

The terms of the members shall be for four (4) years, subject to reappointment by the City Council. Each four-year term shall commence on the first day of April and shall expire on the thirty-first day of March four years thereafter. Upon expiration of term, a member shall serve until re-appointed or replaced.

C. Termination of Membership

Membership in the Commission shall automatically terminate in the event that:

1. The member's term has expired. If a term expires, the member shall continue until reappointment or replacement; or

2. The member shall have been absent from the number of Commission meetings specified in these bylaws.

D. Removal of Members

A member may be removed by a majority vote of the City Council.

E. Resignation

Any Commission member may resign at any time by giving written notice to the Chairperson. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

F. Filling of Vacancies

In the event a vacancy occurs on the Commission by reason of death, resignation, removal or termination, such vacancy shall be filled by the majority of the City Council, with new members so appointed having to meet the qualifications set forth in Article I, Section 4(a). Persons appointed to fill vacancies shall fill the unexpired terms of their predecessors.

ARTICLE II – OFFICERS

Section 1. Officers

The officers of the Commission shall consist of a Chairperson and a Vice Chairperson, and shall be elected in the manner set forth in this Article II.

Section 2. Chairperson

The Chairperson shall preside at all meetings of the Commission and shall submit such agenda recommendations and information at such meetings that are reasonable and proper for the conduct of the business affairs and policies of the Commission. The Chairperson shall sign all resolutions, approved minutes, and other legal documents of the Commission (if any).

Section 3. Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson.

Section 4. Staff

The Commission shall be served by a full-time professional staff within the Planning Division which shall include a secretary who will prepare an agenda for each regular or adjourned meeting. The agenda and supporting documentation shall be provided to the Commission at least four (4) calendar days prior to the date of the meeting at which such agenda is to be considered. The meeting shall be recorded and minutes prepared for approval by the Commission at the next regularly held meeting. The agendas and minutes shall be available to the public and retained at the City.

Section 5. Additional Duties

The officers of the Commission shall perform such other duties and functions as may from time to time be required by the Commission, the bylaws or other rules and regulations, or which duties and functions are incidental to the office held by such officers.

Section 6. Election

The Chairperson and Vice Chairperson shall annually be elected by a majority of the members of the Commission from among the members of the Commission. The terms of the Chairperson and Vice Chairperson shall be one year. The Chairperson and Vice Chairperson may serve consecutive and/or multiple terms.

Section 7. Vacancies

Should the offices of the Chairperson or Vice Chairperson become vacant, the Commission shall elect a successor from among the Commission members at the next regular or special meeting, and such office shall be held for the unexpired term of said office.

ARTICLE III – MEETINGS

Section 1. Regular Meetings

The Commission shall hold at least two regular meetings in each month and shall annually adopt a schedule for such meetings, shall adopt rules for the transaction of business, and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record. Any regular meeting may be dispensed with by a majority vote of the Planning Commission.

The Housing and Community Development Committee shall hold at least one meeting each quarter of each calendar year and shall annually adopt a schedule for such meetings, shall adopt rules for the transaction of business, and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record. Any regular meeting may be dispensed with by a majority vote of the Committee.

The Commission shall conduct meetings for matters pertaining to the Planning Commission on the first and third Monday of the month for which a meeting has been called by the Chairperson at 6:00 p.m. in the Council Chambers of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated. The agenda for each regular meeting shall be posted by City staff at City Hall and on the City's website at least 72 hours in advance consistent with the requirements of the Ralph M. Brown Act.

If there are no items scheduled for the Commission's consideration, the staff may advise the Chairperson there are no items for consideration and suggest cancellation of the meeting. Said cancellation of a meeting shall be posted by City staff at the City Hall and on the City's website. Staff shall announce that the regularly scheduled meeting of the Commission has been adjourned to the next regularly scheduled meeting.

All meetings shall be held and conducted in accordance with the provisions of the "Ralph M. Brown Act" (Section 54590 et seq., of the Government Code of the State of California. All meetings of the Commission are open to the general public.

Section 2. Special Meetings

Special meetings may be held upon call of the Chairperson, or of the majority of the membership of the Commission, for the purpose of transacting any business designated in the call, after notification of all members of the Commission by written notice personally delivered or by mail at least 24 hours before the time specified in the notice for a special meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Chairperson a written waiver of notice, and as to any member who is actually present at the time the meeting convenes.

City staff shall be responsible for the posting of the agenda of the special meeting at City Hall and on the City's website at least 24 hours prior to the time specified in the notice for the meeting. At such special meeting, no business other than that designated on the approved agenda shall be considered.

Section 3. Adjourned Meetings

Any meeting of the Commission may be adjourned to an adjourned meeting without the need for additional notice or agenda, provided that the adjournment indicates the date, time and place of the adjourned meeting, and provided that the adjourned meeting occurs at the regularly scheduled meeting after the meeting for which notice and agenda requirements were met. Commission members absent from the meeting at which the adjournment decision is made shall be notified by the Chairperson of the adjourned meeting.

Section 4. All Meetings to be Open and Public

All meetings of the Commission shall be open and public to the extent required by law. All persons shall be permitted to attend any such meetings, except as otherwise provided by law. Nothing contained in these bylaws shall be construed to prevent the Commission from holding closed sessions during a meeting concerning any matter permitted by law to be considered in closed session, provided the Commission complies with the conditions and procedures provided by law for closed sessions.

Section 5. Quorum

The powers of the Commission shall be vested in the members thereof in office from time to time. A majority of the members of the Commission qualified and eligible to vote shall constitute a quorum for the purpose of conducting the Commission's business, exercising its powers and for all other purposes, but less than a majority of the members of the Commission may adjourn the meeting from time to time until a quorum is obtained. An affirmative vote by a majority of the

members of the Commission qualified and eligible to vote shall be required for approval of any question brought before the Commission.

Section 6. Unexcused Absences

Membership in the Commission shall be considered removed if a member has three (3) consecutive unexcused absences from meetings, whether regular or special, or misses more than 25% of the Commission's meetings in a calendar year, whether excused or unexcused. An excused absence is only granted when absolutely necessary and pre-approved if at all possible. The pre-approval of excused absences will be by the Commission as a whole and documented in the meeting minutes. Excused absences are: illness of the Commission member, their family or their personal friend; business commitment of the Commission member that interferes with the attendance at a meeting; attendance of the Commission member at a funeral, religious service or ceremony, wedding or other similarly-significant event; or other reason for which the Commission member has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.
The Secretary of the Commission will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within the above guidelines, the Office of the City Clerk will prepare a report to the City Council for review and possible removal of the Commission member. Any Commission member may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Section 7. Order of Business

The following shall be the order of business at regular meetings of the Commission:

1) Roll Call
2) Flag Allegiance
3) Approval of Minutes of previous meeting
4) Approval of Agenda
5) Public Comment
6) Continued Public Hearings
7) Public Hearing
8) Other Business
9) Staff Reports
10) Adjournment

Section 8. Minutes

Minutes of the Commission shall be in writing. Copies of the Minutes of each Commission meeting shall be made available to each member of the Commission. Minutes shall be made

available to the public. Approved Minutes shall be filed in the official Book of Minutes of the Commission and published on the City's website.

Section 9. Rules of Order

Except as provided in these bylaws all business and matters before the Commission shall be transacted in conformance with Rosenberg's Rules of Order.

Section 10. Committee Reports

Oral and/or written reports of the Commission shall include a report of any findings and/or recommended action on matters for which the subcommittee was established.

ARTICLE IV – REPRESENTATION BEFORE PUBLIC BODIES

Any official representations on behalf of the Commission before the City Council or any other public body shall be made by the Chairperson, the Vice Chairperson in the Chairperson's absence, or a member of the Commission specifically so designated by the Commission pursuant to the Brown Act.

ARTICLE V – SUBCOMMITTEES

Section 1. Establishment

The Commission shall have the authority to, and may, establish subcommittees as necessary to accomplish the purposes set forth in Section 3 of Article I of these Bylaws.

Section 2. Membership

Each subcommittee shall be composed of at least one (1), but not more than three (3) members of the Commission.

Section 3. Appointment of Members

Members on a subcommittee shall be appointed by the Chairperson of the Commission with the approval of the Commission.

Section 4. Officers and Meetings

Subcommittee chairpersons shall be designated by the Chairperson of the Commission from among the Commission members appointed to the subcommittee. Each subcommittee shall elect a vice chairperson, and shall establish the date, time and place for meetings to conduct the subcommittee's business. In the event that any subcommittee meets on more than two (2) occasions, then all further meetings of the subcommittee shall comply with the meeting requirements set forth in Article III.

Section 5. Subcommittee Reports

From time to time, the subcommittee shall submit reports to the Commission, which reports summarize the subcommittee's activities, findings and/or recommendations on matters for which the subcommittee was established.

ARTICLE VI – AMENDMENTS

Section 1. Adoption of these Bylaws and any Subsequent Amendment

The bylaws are to be reviewed and amended as needed when new Commissioners are appointed. The bylaws of the Commission may be amended upon the affirmative vote of at least five (5) voting members of the Commission, but no such amendment shall be adopted unless at least seven (7) days' written notice thereof has previously been given to all members of the Commission. Notice of amendment shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE VII- ORDER OF PRECEDENCE

Section1. Conduct of Affairs

The Commission will observe all applicable requirements of state and local law, including the following, which have been summarized as follows:

1. The Ralph M. Brown Act (Gov. Code, § 549501 et seq., hereinafter "the Brown Act" or "the Act")

2. From time to time, the Commission shall be required to attend or participate in specific training related to their position on the Commission.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING PROPOSED AMENDMENTS TO THE PLANNING COMMISSION BYLAWS

WHEREAS, the Planning Commission was created by Ordinance No. 559 on December 15, 1925; and

WHEREAS, revisions to the Bylaws are made when needed, with the last review and revision occurring in June of 2010; and

WHEREAS, on Monday, September 16, 2024, the Planning Commission approved the amendment to the Planning Commission Bylaws by a majority vote, 5-0, of those present, with Commissioners Quinones and Valenzuela absent; and

WHEREAS, the Planning Commission requests that the City Council approve its Bylaws as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby approves the proposed amendments to the Planning Commission Bylaws attached hereto as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Authorize the purchase of a Light-Structure System from Musco Sports Lighting, LLC for the Kimball Park Ballfields.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 041123-MSL with Musco Sports Lighting, LLC, for the Purchase of a Light-Structure System in a Not-to-Exceed Amount of $292,350 for the Kimball Park Ballfields; and 2) Authorizing the Establishment of an Appropriation of $292,350 in the American Rescue Plan Act fund for the Kimball Park Ballfield Lighting Project."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In 2023, as part of the Kimball Park Dog Park, Lighting and Tot Lot project, the contractor evaluated the existing ballfield lights to determine what repairs could be made given that several lights were not functioning. The outcome of that field inspection was that the existing lights have reached their useful life and are no longer serviceable. Due to the age and deteriorated condition of the lights, ballasts, and pole structures, the recommendation was to instead consider full replacement. Furthermore, the electrical system and controls are outdated and do not allow for efficient, remote operation of the lights.

On April 16, 2024, after receiving an update and recommendations from staff regarding a revised American Rescue Plan Act (ARPA) spending plan, the City Council authorized the allocation of $1,200,000 to the replacement of the Kimball Park ballfield lighting system. This agenda item addresses the acquisition of the lighting system only, with related services to be awarded at a later date.

In order to expedite product delivery and take advantage of competitive pricing, Engineering & Public Works staff has identified an opportunity for the City of National City to piggyback onto the Sourcewell Contract #041123-MSL with Musco Sports Lighting, LLC, to allow for the purchase of a Musco Light-Structure System for the Kimball Park Ballfields. The quote received includes delivery of the complete network of lights on six (6) galvanized steel poles with pre-cast concrete bases, electrical enclosures and necessary controls.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited

to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City.

The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the Sourcewell Contract #041123-MSL with Musco Sports Lighting, LLC, was competitively bid through a Request for Proposals (RFP) process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City.

Staff recommends taking advantage of this cooperative purchasing opportunity to ensure that ARPA funds allocated for this project are obligated by the December 31, 2024 deadline.

FINANCIAL STATEMENT:
An appropriation of $292,350 will be established in the ARPA fund in expenditure/project account 117-10-18-18500-7598-1176117 (ARPA - Kimball Park Ballfield Lighting)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Parks, Recreation and Library

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Musco Lighting, LLC, Quote
Exhibit B – Sourcewell Contract 041123-MSL
Exhibit C – Resolution

EXHIBIT A

Kimball Park Baseball
National City, CA
August 28, 2024

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation

Musco's Light-Structure System™ as described below:

Musco product, delivered and installed (includes controls):	
Baseball Field (250'/310'/255'):	$268,800.
Estimated Sales Tax on Musco Materials Based on 8.75%:	$ 23,550.
Project Total:	**$292,350.**

Sales Tax is included and estimated.
Pricing furnished is effective for 90 days and is kindly considered confidential.
Labor, bonding, unloading of the equipment and installation are not included.

System Description - Light-Structure System™

Factory built, wired, aimed and tested lighting system includes:

- (6) Pre-cast concrete bases
- (6) Galvanized steel poles
- (34) Factory aimed and assembled LED luminaries
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- UL listed as a system
- Enhanced corrosion protection

Also Included:

- Unmatched Superior Spill and Glare Control
- *Guaranteed* light levels per above and based on Musco Design File #107850B_R2
- Control-Link® System for remote on/off control & monitoring with 24/7 customer support
- *25 Year All Parts and All Labor Included Warranty*: Unmatched warranty that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Freight is Included
- Structural Engineering is Included

©2017 Musco Sports Lighting, LLC

Payment Terms:
Payment terms to be coordinated with Musco's Credit Department

Please email a copy of the Purchase Order to Musco Sports Lighting, LLC:
Please be sure to include Sourcewell on the purchase order.

Musco Sports Lighting, LLC
Attn: Karin Anderson
Email: Karin.anderson@musco.com

Notes:

- Shipment of entire project together to one location
- Structural code and wind speed = 2022 CBC, 95 MPH, Importance Factor C
- Voltage and Phase to be confirmed
- Confirmation of pole locations prior to production

Please feel free to contact us with any questions you may have.

Karin Anderson
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 858-232-1620
E-mail: karin.anderson@musco.com

©2017 Musco Sports Lighting, LLC

Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT # 041123-MSL WITH MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE OF A LIGHT-STRUCTURE SYSTEM IN A NOT-TO-EXCEED AMOUNT OF $292,350 FOR THE KIMBALL PARK BALLFIELDS; AND 2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $292,350 IN THE AMERICAN RESCUE PLAN ACT FUND FOR THE KIMBALL PARK BALLFIELD LIGHTING PROJECT

WHEREAS, the existing Kimball Park ballfield lights have reached their useful life and are no longer serviceable and, therefore, full replacement is necessary; and

WHEREAS, the Kimball Park Ballfield Lighting Replacement Project ("Project") is a component of the revised American Rescue Plan Act ("ARPA") Spending Plan approved by the City Council on April 16, 2024; and

WHEREAS, in order to expedite product delivery and take advantage of competitive pricing to ensure that ARPA funds allocated for the Project are obligated by the December 31, 2024 deadline, Engineering & Public Works staff has identified an opportunity to piggyback onto the Sourcewell Contract #041123-MSL with Musco Sports Lighting, LLC, to allow for the purchase of a Musco light-structure system for the Kimball Park ballfields; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the Sourcewell Contract # 041123-MSL with Musco Sports Lighting, LLC was competitively bid through a Request for Proposals process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends adoption of the resolution as stated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizes the City to piggyback onto Sourcewell Contract # 041123-MSL with Musco Sports Lighting, LLC for the purchase of a light-structure system in a not-to-exceed amount of $292,350 for the Kimball Park ballfields.

Section 2: That the City Council hereby authorizes the establishment of an appropriation in the amount of $292,350 in the American Rescue Plan Act fund for the Kimball Park Ballfield Lighting Project.

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Authorize the Purchase of Six (6) Ford Police Utility Interceptors for the National City Police Department

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford for the Purchase Six 2025 Ford Police Utility B/W AWD Interceptors in a Not-to-Exceed Amount of $323,000 for the National City Police Department; and 2) Authorizing the City Manager to Approve Adjustments of up to $32,300 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Six (6) National City Police Department Ford Explorer Patrol Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced. With an odometer average of 100,000 miles, these patrol vehicles are idle ten (10) times more than the average vehicle. Warranty periods have expired, equating in higher costs and downtime as they have reached the repair stage. Through adoption of the FY25 annual budget, the City Council approved the purchase and buildout of six SUV Patrol Vehicles:

Quantity	Vehicle/Equipment	FY25 Approved Purchase Price
4	Medium SUV Patrol	$325,000
1	Medium SUV Lieutenant	$90,000
1	Medium SUV Supervisor	$80,000

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford to allow for the purchase.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by

another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the County of San Diego Contract # 570454 with Kearny Mesa Ford was competitively bid through a Request for Proposals (RFP) process, and that the County of San Diego procurement procedures are in substantial compliance with those of National City.

Staff recommends that City Council adopt the resolution as stated.

FINANCIAL STATEMENT:
The funding was approved by City Council through adoption of the FY25 Annual Budget. The $323,000 purchase contract is for only the acquisition of the vehicles; it excludes the cost of outfitting each vehicle, which is contracted for separately.

644-10-21-21100-7511	$325,000	Medium SUV Patrol
644-10-21-21100-7511	$90,000	Medium SUV Lieutenant
644-10-21-21100-7511	$80,000	Medium SUV Supervisor

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Kearny Mesa Ford Quote
Exhibit B – County of San Diego Contract # 570454
Exhibit C – Resolution

Kearny Mesa Ford KIA

Kearny Mesa Ford KIA
7303 CLAIREMONT MESA BLVD.
SAN DIEGO , CA 92111

INVOICE

CITY OF NATIONAL CITY POLICE

Attn:	SAL GIL		
Address	1243 NATIONAL CITY BLVD.		
City	NATIONAL CITY	State CA	ZIP 91950
Phone	(619) 336-4570	FAX: (619) 336-4597	

Date	8/29/2024
INVOICE #	CNC-003

Qty	Description	Unit Price	TOTAL
6	2025 FORD POLICE UTILITY B/W AWD 3.3L V6 1FM5K8ABXSGA07302 1FM5K8AB6SGA07300 1FM5K8AB8SGA04897 1FM5K8AB5SGA04680 1FM5K8AB3SGA08033	$47,950.00	$287,700.00
6	PAINT 4 DOORS AND ROOF	$1,295.00	$7,770.00
6	DMV E FILE FEE	$39.00	$234.00
6	DOC FEE	$85.00	$510.00
6	CA TIRE FEE	$8.75	$52.50
6	CA SALES TAX 8.75%	$4,319.79	$25,918.73
	SIGN: DATE:	TOTAL	$322,185.23

ADD $10.00 LATE CHARGE FEE PER DAY, PER VEHICLE IF PAID AFTER 30 DAYS FROM DATE OF DELIVERY

DEAL COPY

COUNTY CONTRACT NUMBER 570454
AGREEMENT WITH SUNROAD AUTO LLC DBA KEARNY MESA FORD
FOR 2023 OR NEWER FORD POLICE INTERCEPTOR UTILITY VEHICLES

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and Sunroad Auto LLC dba Kearny Mesa Ford, a Limited Liability Company in California, located at 7303 Clairemont Mesa Blvd., San Diego, CA 92111 ("Contractor"), with reference to the following facts:

RECITALS

A. Pursuant to the San Diego County Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for 2023 or Newer Ford Police Interceptor Utility Vehicles.

B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.

C. The Agreement shall consist of this document, Exhibit A Statement of Work, and Exhibit B Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit A; Third (3rd) Exhibit B.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. To the extent not in conflict with Exhibits A and A-1, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless changed in accordance with this Agreement.

1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor's duties under this Contract shall be performed on behalf of Contractor by Jose Fabian Amaya. Contractor represents and warrants that (1) Contractor's Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Contractor hereunder. Contractor's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent.

Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor, Jose Fabian Amaya. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.

1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.

1.4.4 County Approval: Any Related Subcontract with a subcontractor, or lower tier subcontractor, not listed in the SOW must have prior concurrence of the COR.

1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit B Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Completed fixed-price deliverables may be invoiced upon acceptance.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.2.2 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County

4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.

4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.

4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.

4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.

4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.

4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.

4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.

4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").

5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.

5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.

5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements. that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve

outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor

6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.

7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to

Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Audit Requirement.

8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and

8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code

of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records.

8.20 Compliance Program. Contractors with an agreement that exceeds more than $250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

13.5 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 14
(RESERVED)

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law,

or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void

16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence for each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.

16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review

and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

/
/
/

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on the date of the last signature below and end on December 8, 2023 for an Agreement period of 3 years ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for a total of two (2) years beyond the expiration of the Initial Term, not to exceed December 8, 2026. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit B, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed **Seventeen Million Eighty Thousand Three Hundred Seventy-Seven 00/100 Dollars ($17,080,377.00)** ("Maximum Agreement Amount"). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit B.

COR. The County designates the following individual as the Contracting Officer's Representative ("COR")

Kierra Ceasar-Thompson, Admin Analyst II
5560 Overland Avenue, Suite 410
San Diego, CA. 92123
(619) 372-2110 Kierra.Ceasar-Thompson@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. Contractor designates the following individual as the Contractor's Representative.

Jose Fabian Amaya, Fleet Director
7303 Clairemont Mesa Blvd
San Diego, CA. 92111
(619) 210-4450 fabian@kpford.com

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

By: Jose Fabian Amaya (Dec 11, 2023 14:37 PST)
Name: Jose Fabian Amaya
Title: Fleet directors
Email: fabian@kpford.com
Date: Dec 11, 2023

COUNTY OF SAN DIEGO:

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting
By: Allen Hunsberger (Dec 14, 2023 11:29 PST)
Name: Allen Hunsberger
Title: Assistant Director, Purchasing and Contra
Date: Dec 14, 2023

By electronically signing this document, all parties accept the use of electronic signatures.
Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAyrzSVhM9UBGg_B6692liPMiYUEkyOs3w

1. EXHIBIT A – STATEMENT OF WORK

2. GENERAL

2.1. The County of San Diego has a requirement for seventy-five (75) 2023 or current model year, Ford Police Interceptor Utility Vehicles or equal as per the following requirements. These vehicles shall be configured per the following specifications for various uses throughout San Diego County. Pricing to be for initial purchase of 75 vehicles with the option of an additional estimated quantity of 75 2024 model year vehicles for the first option year and an estimated quantity of 75 2025 model year vehicles for the second option year through the end of the model year build as required by the County of San Diego and option years change.

2.2. All systems, components, parts, and materials provided by the vendor shall be new and unused, with full manufacturer's warranties in effect starting on the date of acceptance by the county.

2.3. To be considered, all bids must be made in accordance with the RFB terms and conditions, and specifications of this bid.

2.4. The hardware manufacturer and part numbers specified herein shall not be substituted without prior approval from the County of San Diego. Where a brand name has been specified, if Bidder believes an "or equal" is equivalent to the brand name shown, Bidder may substitute the "or equal" provided the "or equal" is specified by name & model number, and provides the dimension & or capacities. Submitted equivalencies will be evaluated based on their comparison to the specified brand name and part number indicated, in regard to the following: Design, Function, Performance, Quality, Availability, Warranty, and Installation Requirements. Bidders requesting use of "County approved equivalent" products should submit specifications to County of San Diego Purchasing and Contracting no less than [7] business days prior to bid opening for approval.

2.5. In the event the published literature furnished by the Bidder is at variance with the requirements of any item of this specification, the Bidder shall explain in detail, the reasons why the proposed equipment will meet this specification and not be considered an exception thereto.

2.6. All pricing offered will be firm fixed through the end of factory production final build-out date for the awarded model year production.

2.7. If there are discounts applied to the submitted pricing, they need to be included and added in the submitted pricing schedule. Please reference Section 10 Billing and invoice for further information.

3. BASE VEHICLE – FORD UTILITY POLICE INTERCEPTOR ECOBOOST (Initial Quantity 75)

3.1. **Vehicle Snapshot**

- 2.1.1 Model: Utility Police Interceptor AWD (K8A)
- 2.1.2 Engine/Transmission:
  - 2.1.2.1 3.0L V6 EcoBoost (99C)
  - 2.1.2.2 Transmission 10-Speed Automatic Transmission (44U)
- 2.1.3 Interior Equipment Group: 500A
- 2.1.4 Interior color: Cloth Front Buckets/Vinyl Rear
- 2.1.5 Rear-door controls Inoperable (locks, handles, and windows) (68G)
- 2.1.6 Badge delete (16D)
- 2.1.7 Rear View Camera (Option Code = 87R)
- 2.1.8 Rear Center Seat Delete (Option Code = 85S)

3.2. **Factory Vehicle Options**

- 2.2.1. Blind Spot Monitoring with Cross-Traffic Alert (Option Code = 55B)
- 2.2.2. Reverse Sensing System (Option Code = 76R)
- 2.2.3. Tail Lamp / Police Interceptor Housing Only (Option Code = 86T)
- 2.2.4. Dome Lamp – Switchable Red/White in Cargo Area (Option Code = 17T)
- 2.2.5. Underbody Deflector Plate (Option Code = 76D)
- 2.2.6. Hidden Door-Lock Plunger w/Rear-door handles inoperable (Option Code = 52P)
  - 2.2.6.1. Spot Lamp LED Driver & Passenger (Option Code =51S)
- 2.2.7. Keyed Alike – 1284x (Option Code =59B)
- 2.2.8. Ballistic Door Panel Angel Armor
  - 2.2.8.1. Driver side, ANGARM-00358, Avail Lev III+Ballistic Door Panel, 20+Utility
  - 2.2.8.2. Passenger side, ANGARM-00359, Avail Lev III+Ballistic Door Panel, 20+Utility

2.2.9. Cloth Front Buckets / Vinyl Rear (Color Code = FW) (96)
2.2.10. Rear Auxiliary Air Conditioning (Option Code = 17A)
2.2.11. Dark Car Feature (Option Code = 43D)

2.3. **Exterior Paint**

2.3.1. Standard Paint Colors to be determined by County of San Diego Contracting Officer Representative at time of purchase order receipt.

2.3.2. Pricing Sheet Line #B - Additional Aftermarket Paint: The Successful bidder will be responsible for the performance or facilitation of the following:

2.3.2.1. Preparation and Re-Paint of Passenger & Driver's Front Doors & Roof to Color Code (YZ) Ford Oxford White.

2.3.2.2. Paint to be factory equivalent in quality and warranty (Vinyl wrap not acceptable)

2.3.2.3. Successful bidders utilizing a sub-contractor for this item will need to submit the proposed sub-contractor's business name, address, and qualifications possessed to complete factory quality level painting services.

2.4 Wireless Automated Fueling System – WAF

2.3.3. Installation of a commercially available wireless automated fueling system such as ASSETWORKS Fuel Focus (Or Approved Equivalent in Function & Compatibility)

2.3.4. System must be installed into vehicle according to manufacturer's specifications.

2.3.5. System shall be comprised of three components, a Vehicle Identification Box (VIB), Data Link Connector (DLC) adapter harness and fuel inlet antenna.

2.3.6. Vehicle Identification Box (VIB) must be the latest available model for purchase and compatibility for the year, make and model of vehicle being outfitted.

2.3.7. Data Link Connector (DLC) harness must be compatible with VIB box capabilities and compatible with year, make and model of vehicle being outfitted.

2.3.8. Fuel Inlet Antenna must be the appropriate part for the year make and model of vehicle being outfitted. Antenna must be securely adhered to the filler neck in a way that does not inhibit proper seal between fuel station filling nozzles and the vehicles' fuel inlet port. Adhesives used shall be fuel resistant to ensure proper adhesion during normal vehicle operation.

2.3.9. Electrical wires providing power, ground and communication shall be conjoined with solder and sealed using weather resistant heat shrink tubing as per manufacturer's specifications. Electrical power feed to power module during regular vehicle operation shall use; ignition/run start switched power that ensures module power is provided sufficiently for proper system operation.

2.3.10. Wiring between VIB and fuel tank nozzle ring shall be no less than 18 AWG, 3-Conductor, Shielded, with stranded bare copper conductor such as (Coleman Cable Part # 952184609) or equivalent.

2.3.11. Initial system installation shall be inspected by county personnel prior to first vehicle's delivery, to ensure proper installation and function of system. Systems that are installed outside of manufacturer's specifications, or use wiring that is below standard, shall be refused and payment on submitted invoices will be withheld until the issue is resolved.

2.3.12. The battery draw of complete vehicle after outfitting to be less than 50ma.

4. **FORD UTILITY PATROL OUTFITTING**

5.

The purpose of this specification is to outfit an initial estimated quantity of 75 current model year Ford Utility Vehicle Interceptors or equal with 3.0L EcoBoost engine with the following PATROL requirements.

Bidders must provide a detailed quote including manufacturer part numbers and a note identifying each part when offering "County approved equivalent". Bidders requesting use of "County approved equivalent" products should submit specifications to County of San Diego Purchasing and Contracting no less than [7] business days prior to bid opening for approval.

Pricing to be for initial outfitting of 75 vehicles. All pricing offered will be firm fixed for the duration of one (1) year from contract award date. All systems, components, parts and materials provided by the vendor shall be new and unused, with full manufacturer's warranties in effect starting on the date of acceptance by the county.

3.1 **Emergency lights and Siren**

3.1.1 Lightbar: (1) SoundOff Signal ENFLB-54 or San Diego County approved equivalent LED multi-color lightbar, 54" in length, graphite color top covers and pursuit rated (2-bolt) mounting kit for 2023 Ford Utility. See lightbar build sheet for complete configuration specifications. The lightbar shall be installed on the vehicle's roof centered between the front and rear door jambs. The lightbar shall communicate with the siren controller via data connection through a cat5 cable. The corner modules on the driver side of the lightbar shall be deactivated when the driver's door is ajar to preserve the deputy's night vision when exiting and entering the vehicle. (See Exhibit A for current example)

3.1.2 Siren Controller: (1) SoundOff Signal ENGSA5200RSP or San Diego County approved equivalent, bluePRINT 500 Series Control System. True dual tone 200-watt amplifier capable of producing two independent tones simultaneously. The siren amplifier and relay module shall be installed on the rear electronics tray. The siren control head shall be mounted on the vehicle's headliner so as not to obstruct drivers view of the rear-view mirror, and feature the following controls:

3.1.2.1 Aux switch 1: Left-Right-Center directional light control
3.1.2.2 Aux switch 2: Left alley light
3.1.2.3 Aux switch 3: Take Down Lights
3.1.2.4 Aux switch 4: Right alley light
3.1.2.5 Aux switch 5: Scene light
3.1.2.6 Aux switch 6: not used
3.1.2.7 Aux switch 7: Right spot
3.1.2.8 Aux switch 8: Gun release (8-second security timer function)
3.1.2.9 Standby: Places sirens in standby mode
3.1.2.10 Wail: activates dual tone Wail
3.1.2.11 Yelp: Activates dual tone Yelp
3.1.2.12 Tone: Activate Wail and Yelp
3.1.2.13 Horn: Activates Air Horn
3.1.2.14 Manual: Activates Manual siren tone
3.1.2.15 Radio Re-Broadcast: Broadcasts 2-way radio audio on PA system
3.1.2.16 Slide Switch #1: Rear lightbar, and lightbar steady red/blue LED's
3.1.2.17 Slide Switch #2: Taillight flasher, blue LED's in reverse lights, under spoiler LED's, Lift gate open LED's (only when lift gate is open) and the front of the lightbar with red/blue pattern
3.1.2.18 Slide Switch #3 Park: Grill mounted LED's and under mirror LED's
3.1.2.19 Slide Switch #3 Drive: Front headlight LED's, headlight flasher and add white flashing LED's on lightbar. The siren will default to "Tone" and activate wail / yelp when placed in level 3 and in drive gear.
3.1.2.20 Horn ring transfer via the OEM steering wheel horn switch
3.1.2.21 The PA microphone shall be mounted on a mic clip located on the center equipment console. The PA mic will be connected to the overhead siren control panel via extension cable, (1) SoundOff Signal PSRN4MCEXT or San Diego County approved equivalent.

3.1.3 Siren Speakers: (2) SoundOff Signal ETSS100N or San Diego County approved equivalent, 100-watt siren speakers shall be installed in the vehicle lower grill opening with the use of (2) SoundOff Signal brackets ETSS100CBKFS-BP or San Diego County approved equivalent. The speakers shall be connected directly to the siren amplifier.

3.2 **Center Equipment Console and Computer Mount**

3.2.1 Tablet Mounting Solution: The successful vendor shall install the following components to support a Dell Tablet and Dock. The mounting solution shall be installed in preparation for the County's final installation of the monitor. The monitor mount shall provide sufficient side-to-side swivel adjustments to be viewable by passenger and driver seated locations. All dash panel cuts shall be performed in a clean and workmanlike manner to include only minimal modifications to factory trim pieces

3.2.1.1 (1) Havis C-DMM-3015-or San Diego County approved equivalent, Swing Up Device Mount for 2023 Ford Interceptor Utility Vehicle.

3.2.1.2 (1) Havis DS-Dell-612-2 or County approved equivalent, Docking Station with Dual Pass-through Antenna for Dell's Latitude 12 Rugged Tablet with Power Supply.

3.2.2 Keyboard Mounting Solution: The successful vendor shall install the following components to support a Havis Keyboard mounting solution. The mounting solution shall be installed in preparation for the County's final installation of the keyboard.

3.2.2.1 Havis CM006331 or San Diego County approved equivalent, Side mounted articulated swing arm assembly to be installed on right rail of console and support keyboard

3.2.2.2 Havis C-MD-204 or San Diego County approved equivalent, Tilt / Swivel Motion Device

3.2.2.3 Havis C-KBM-202-or San Diego County approved equivalent, Keyboard Mounting Plate for Motorola.

3.2.3 Center Equipment Console: (1) Havis C-VS-1012-INUT or San Diego County approved equivalent shall be installed between the front seats to support the installation of the radio control head and other related components. The console will support a total of 22" of equipment faceplate mounting. 10" will be at an angle with the remaining 12" in a level horizontal section. The console will install form fitting to the vehicle's dash panel. The console will include (2) DC power ports between the angled and level faceplate sections. The OEM USB and 3.5mm audio ports will be relocated to the passenger side of the console. The console package will include the following equipment mounting brackets, filler panels and console accessories:

3.2.3.1 Havis C-LP2-PS2 or San Diego County approved equivalent, 2" Console faceplate with (2) DC power ports and (2) rocker switch cut-outs installed in the #1 (top) position of the console. The rocker switch cutouts will be used for "black-out" and prisoner / K9 dome light.

3.2.3.2 Havis C-EB15-HLN-1P or San Diego County approved equivalent, Equipment mounting bracket for Motorola DEK, 1.5", installed in the #2 position of the console

3.2.3.3 Havis C-EB25-XTL-1P or San Diego County approved equivalent, Equipment mounting bracket for Motorola XTL/APX -05 remote head radio, 2.5", installed in the #3 position of the console

3.2.3.4 Havis C-FP-2 or San Diego County approved equivalent, 2" Console blank filler panel installed in the #4 position of the console.

3.2.3.5 Havis C-AP-0325 or San Diego County approved equivalent, 3" Console accessory pocket installed in the #5 Position of the console.

3.2.3.6 Havis C-FP-05 or San Diego County approved equivalent, 1/2" Console blank filler panel installed in the #6 position of the console.

3.2.3.7 Havis C-CUP2-I or San Diego County approved equivalent, Dual internal beverage holder, approximately 4", installed in the #7 position of the console.

3.2.3.8 Havis C-MCB or San Diego County approved equivalent, Microphone mounting brackets installed on the right track rail of the console for the mounting of the radio and PA microphones

3.1.4 Grill LED's: (1) Red SoundOff Signal EMPS2STS3R and (1) Blue SoundOff Signal EMPS2STS3B or San Diego County approved equivalent. The LED warning lights shall be installed in the grill opening with use of (1) SoundOff Signal PMP2BKDGAJ or San Diego County approved equivalent 90 degree mounting brackets. Each warning light will have 8-LED's. The red LED light will mount on the driver side and the blue LED will mount on the passenger side. The LED's will be connected to slide switch position #3 and flash in sync with each other.

3.1.5 Under Spoiler LED's: (1) Red/Amber LED, SoundOff Signal ENFSSS3K and (1) Blue/Amber LED, SoundOff Signal ENFSSS3M or San Diego County approved equivalent. LED warning lights shall be installed under the rear spoiler with use of (1) SoundOff Signal PMP2RS202 or San Diego County approved equivalent mounting brackets. Each warning light will have 12-LED's. The Red/Amber LED light will mount on the driver side and the blue/amber LED will mount on the passenger side. The LED's will be connected to slide switch position #2 and flash in sync with each other.

3.1.6 Exterior Under-Mirror LED's: (1) Red SoundOff Signal ENT2B3R, and (1) Blue LED, SoundOff Signal ENT2B3B or San Diego County approved equivalent. Intersector LED warning lights shall be installed under the vehicle's exterior mirrors with the use of mounting brackets (1) SoundOff Signal PMP2BKUMB3-D for the driver side and (1) PMP2BKUMB3-P or San Diego County equivalent for the passenger side to provide side warning signal. Each warning light will have 9-LED's. The red LED light will mount on the driver side and the blue LED will mount on the passenger side. The LED's will be connected to slide switch position #3 and flash in sync with each other.

3.1.7 Headlight Mounted LED's: (1) Red/white SoundOff Signal ELUC3H010D and (1) Blue/white SoundOff Signal ELUC3H010E or San Diego County approved equivalent, 6-LED warning lights shall be installed in the vehicles headlight housings with the Ford option 66A (Front Headlamp/Police Interceptor Housing Only). Each warning light will have 6-LED's. The red/white LED light will mount on the driver side and the blue/white LED will mount on the passenger side. The LED's will be connected to slide switch position #3 in drive and flash in sync with each other.

3.1.8 Tail Light Mounted LED's: (2) Blue, SoundOff Signal ELUC3H010B or San Diego County approved equivalent universal undercover LED insert warning lights shall be installed in the vehicles tail light housings with the Ford option 66B (Tail Lamp / Police Interceptor Housing Only). The warning lights will be installed with (2) SoundOff Signal PLUCTCL1 or San Diego County approved equivalent twist-lock adapters. The blue LED's will be placed in the clear reverse lens of the taillight. Each warning light will have 6-LED's. The LED's will be connected to slide switch position #2 and flash in sync with each other.

3.1.9 Lift Gate Open Mounted LED's: (2) red/blue, SoundOff Signal EMPS1SLS3J or San Diego County approved equivalent, red/blue recessed mount LED warning lights shall be installed in the interior trim panel of the rear lift gate. The LED's shall be visible when the lift gate is open. The LED's will be connected to slide switch position #2 and only activated when the lift gate is open. The lights shall flash in sync with each other.

3.1.10 Headlight Flasher: (1) SoundOff Signal or San Diego County approved equivalent, solid state headlight flasher shall be installed on the vehicle's high beam headlights. The flasher will be connected to slide switch position #3 and only active when the vehicle in in a "drive" gear.

3.1.11 Taillight Flasher: (1) SoundOff Signal ETTFFUT-16 or San Diego County approved equivalent, solid state taillight flasher shall be installed on the vehicle's (2) lower brake lights. The flasher will be connected to slide switch position #2 and the OEM brake light functions shall override any warning functions.

3.2.3.9 Magnetic Mic MMSU-1 or San Diego County approved equivalent, magnetic microphone mounts installed on the mounting brackets. The magnetic mounts will be used for the radio and PA microphone. (1) Adapter shall be installed on the PA mic and the (1) adapter with set screw for the radio mic shall be placed in a sealed bag and placed in the beverage holder.

3.2.3.10 Littlite L-5/12-LED or San Diego County approved equivalent, Red/White LED map light with 12" flexible neck shall be installed on the right side of the equipment console. The map light shall be wired to the fuse panel timed circuit

3.3 **Radio Communications**

3.3.1 The successful vendor shall provide all required pre-cabling of radio antennas, control cables and power cables to support the final installation of the radio equipment by the County. The specifications listed below are minimum requirements and are subject to approval by Sheriff Wireless and Data Services, before the construction and delivery of the first vehicle. All cable lengths at the front center equipment console and the rear electronics tray must be sufficient to allow proper placement of components by the County.

3.3.2 800MHz Radio Antenna: (1) Larsen NMOKHFUDMPL or San Diego County approved equivalent, antenna NMO mount/cable shall be installed on the roof centered left-to-right and 23" from the rear roof's edge. The antenna coaxial cabled is to be routed to the equipment mounting tray in the rear of the vehicle and labeled "Radio Antenna". (1) Larsen NMO3E800B or San Diego County approved equivalent, 806-866MHz antenna mast shall be installed on the NMO.

3.3.3 Radio Control Head Cable: (1) Motorola HKN6169B or San Diego County approved equivalent, radio control head cable shall be routed from the front center equipment console to the rear equipment mounting tray.

3.3.4 Radio Control Head Pre-Wire: Pre-wire for the radio control head (Motorola XTL or APX -05 remote head) located in the center console must include the following circuits. A label must be affixed to the radio control head wire bundle to clearly identify the circuits.

3.3.4.1 16awg Red/Black wire printed "Radio Head" to provide constant 12V from the rear fuse panel circuit #2

3.3.4.2 16awg yellow wire printed "Radio 2" to provide ignition from an ignition sense wire. Could be the same used for the gun lock ignition wire.

3.3.4.3 16awg black wire printed "ground" to provide ground sourced from a factory ground location.

3.3.4.4 18/2 speaker wire for connection to the radio's audio output to allow the siren to perform the radio re-broadcast (RRB) feature.

3.3.5 Radio Transceiver Pre-Wire: Pre-wire for the radio transceiver (Motorola XTL or APX -05 remote head) located on the rear equipment tray must include the following circuits. A label must be affixed to the radio transceiver wire bundle to clearly identify the circuits.

3.4 **Data Communications**

3.4.1 The successful vendor shall provide all required pre-cabling of data antennas, computer control cables and power cables to support the final installation of the computer equipment by the County. The specifications listed below are minimum requirements and are subject to approval by Sheriff Wireless and Data Services, before the construction and delivery of the first vehicle. All cable lengths at the front center equipment console and the rear electronics tray must be sufficient to allow proper placement of components by the County.

3.4.2 LTE Antenna: (1) Larsen NMOKHFUDTNC or San Diego County approved equivalent, high frequency antenna NMO mount/cable shall be installed centered from left-to-right on roof and have at least 16' of separation from 800mhz radio antenna. The antenna coaxial cabled is to be

routed to the Dell Tablet Dock in front dash of the vehicle and labeled "Laird TRA6927M3NBN-001".

3.5 **Electrical System**

3.5.1 General Electrical System Requirements: All wiring must remain consistent across all Utility vehicle and configurations. The successful vendor must comply with the following specifications and requirements:

3.5.1.1 All wiring must be contained as part of a complete vehicle harness.

3.5.1.2 Wires and cables must be routed consistently in each vehicle.

3.5.1.3 Vendor to supply "as-built" vehicle documentation to include but not limited to:

3.5.1.3.1 Circuit identification

3.5.1.3.2 Wire routing diagrams

3.5.1.3.3 Connection diagrams for all components including siren amplifiers, relays and fuse panels

3.5.1.3.4 Complete documentation of all factory wire interfaces (park kill, horn, door ajar, etc.)

3.5.1.3.5 Complete documentation of all OEM fuses that have an effect of the outfitting package

3.5.1.4 All fuses, relays and spare wires must be clearly labeled as to their function.

3.5.1.5 All wire runs are to be "home runs" with no unnecessary connections in the circuits

3.5.1.6 All wiring shall be cross-linked polyolefin and meet or exceed the following specifications for resistance to heat and abrasion:

3.5.1.6.1 Chrysler specifications MS 5919

3.5.1.6.2 Ford specifications M1L85-A

3.5.1.6.3 MIL-Specifications MIL-7928

3.5.1.6.4 Packard specifications M-2023

3.5.1.6.5 SAE Specifications 7928

3.5.1.6.6 SAE Specifications J1128

3.5.1.7 All wiring shall include labeled / printed wire as to identify the circuit and/or component

3.5.1.8 There shall be (4) spare circuits routed from the console to the under hood. Wires shall be capped and labeled.

3.5.1.9 There shall be (4) spare circuits routed from the console to the rear electronics tray. Wires shall be capped and labeled.

3.5.2 Warning System Fuse Panel: For the following item only, Bidder may submit specifications with bid for County Evaluation. Bidder shall provide and install a warning system fuse panel that shall house fuses for all aftermarket components other than the radio and computer and shall be sourced from the fuse panel and power distribution center. The fuse panel must comply with the following:

3.5.2.1 The fuse panel will be installed in the rear interior trim panel storage pocket on the passenger side.

3.5.2.2 The fuse panel will include a vehicle specific mounting system to insure consistent placement on vehicle.

3.5.2.3 The panel will support (21) ATO fuses and (4) MAXI fuses

3.5.2.4 A solid-state timer will be installed on the panel and set to 30-minute time delay

3.5.2.5 The delay timer will control a Mil-Spec 300-Amp relay to distribute "timed" power to high current circuits

3.5.2.6 All wire crimp connections at the fuse panel must meet MIL-SPEC standards for pull-test.

3.5.2.7 Fuse Panel housing shall be constructed of metal and wiring shall meet SAE J01128 and MIL – 85B standards.

3.5.2.8 Fuse Panel and wiring shall have a warranty no less than 5 years.

3.5.3 The fuse panel will include a labeled fuse cover to identify the following circuits:

3.5.3.1 Fuse #1, Constant, 15-Amp, Headlight Flasher

3.5.3.2 Fuse #2, Constant, 10A Control Head constant power to the front center equipment console.

3.5.3.3 Fuse #3, Constant, Console Spare (CIR 3)

3.5.3.4 Fuse #4, Constant, 10-Amp, Rear Gun Lock (K9)

3.5.3.5 Fuse #5, Constant, Console Spare (CIR 5)

3.5.3.6 Fuse #6, Constant, 5-Amp, Timer

3.5.3.7 Fuse #7, Constant, 20-Amp, Tail Light Flasher

3.5.3.8 Fuse #8, Timed, 5-Amp, Black Out Switch / Relays

3.5.3.9 Fuse #9, Timed, 30-Amp, Lightbar

3.5.3.10 Fuse #10, Timed, 5-Amp, Lightbar BOB

3.5.3.11 Fuse #11, Timed, 15A Dell Dock Lind power supply in the front center equipment console

3.5.3.12 Fuse #12, Timed, 5-Amp, Rear Dome Light

3.5.3.13 Fuse #13, Timed, 3-Amp, Asset Works VIB

3.5.3.14 Fuse #14, Timed, 5-Amp, Prisoner/K9 Dome Light

3.5.3.15 Fuse #15, (Maxi) Constant, 40-Amp, K9 Electronics

3.5.3.16 Fuse #16, (Maxi) Constant, 20A for radio TR pack in rear equipment tray

3.5.3.17 Fuse #17, (Maxi) Timed, 50-Amp Siren (Lighting Relay Input)

3.5.3.18 Fuse #18, (Maxi) Timed, Open

3.5.3.19 Fuse #19, Timed, Rear Spare

3.5.3.20 Fuse #20, Timed, Rear Spare

3.5.3.21 Fuse #21, Timed, 5-Amp, Radio Control Head

3.5.3.22 Fuse #22, Timed, 20-Amp, Siren Amp

3.5.3.23 Fuse #23, Timed, 15-Amp, Power Outlets

3.5.3.24 Fuse #24, Timed, 5-Amp, Map Light

3.5.3.25 Fuse #25, Timed, Console Spare (flashlight)

3.5.3.26 Fuse #28, 15-Amp, Radio

3.5.3.27 Fuse #29, 10-Amp, Radio Control Head

3.5.3.28 Fuse #32, Open

3.5.4 Brake Light "Black-Out" System: The successful vendor will be required to install a brake light black out system to temporarily defeat the vehicle's brake and reverse light functions for tactical advantages. The County understands that this system is not recommended by Ford or Federal Motor Vehicle Safety Standards and accepts responsibility for the operation of the system. The system shall include a console (1) K4 SW-BRAKE or San Diego County approved equivalent mounted rocker switch to activate N.O. / N.C. relays installed to interrupt the power to the brake and reverse lamps. The OEM circuit shall utilize the N.C. (normally closed) contacts on the relay so that the brake light defeat will default to normal operation. The console mounted switch shall be a Carling Contoura style with a laser etched marking and legend. The switch will be momentary and must remain manually depressed for the brake lights to be in "black-out" mode.

3.5.5 Lift Gate Mounted Dome Light: (1) SoundOff Signal ECVDMLTST4G or San Diego County approved equivalent red/white LED dome light will be installed on the rear lift gate interior trim panel. The light will source power from the fuse panel and only be enabled when the lift gate is open.

3.5.6 Electronics Mounting Tray: (1) Havis C-TTP-INUT-2 or San Diego County approved equivalent equipment tray will install in the rear of the vehicle above the spare tire and below the removable cargo floor. The electronics tray will hinge up to provide access to the spare tire (spare tire must remain in vehicle). The 25" W x 30" L mounting surface will provide a mounting location for the following components. Placement of all components must be approved by the County prior to vehicle construction.

- 3.5.6.1 Siren
- 3.5.6.2 RJ-45 splitter (lightbar and control panel)
- 3.5.6.3 Lightbar Break-Out-Box (BOB)
- 3.5.6.4 Relays (Lev 3 Park Kill, Lift Gate Open, Lift Gate Dome)
- 3.5.6.5 Motorola XTL / APX Radio transceiver
- 3.5.6.6 Motorola MW-810 CPU
- 3.5.6.7 Motorola HPD1000
- 3.5.6.8 Antenna duplexer

3.6 **Prisoner Transportation System**

3.6.1 Front Partition: (1) Setina PK1186ITU20-TM or San Diego County approved equivalent, #10XL front prisoner partition with center recess panel and lower extension panels. The partition will have a coated polycarbonate horizontal sliding window with a slotted polycarbonate window guard. The partition will include "XL" Extra leg room and "TM" Tall man installation kit. The side polycarbonate filler panels shall be rigid with break-away fasteners for air bag compliance.

3.6.2 Rear Partition and Transportation Seat: (1) rear cargo partition Setina 12-VS and (1) transportation seat SetinaQK0566ITU20 or San Diego County approved equivalent, Full replacement prisoner transportation seat with center pull seat belts and #12 rear partition with coated polycarbonate window. The seat shall be constructed of heavy duty, moisture and pathogen resistant TPO polymer. The center pull seat belt system must be Federal Motor Vehicle Safety Standard (FMVSS) 207/210 compliant.

3.6.3 Window Barriers: (1) Setina WK0514ITU20H or San Diego County approved equivalent window barriers shall be installed on the rear driver and passenger doors. The window barriers shall be constructed of steel and feature horizontal bars for increased rear and side visibility to the driver

3.6.4 Door Panels: (1) Setina DK0100ITU20 or San Diego County approved equivalent door panels shall be installed on the rear driver and passenger doors. The panels shall be constructed of heavy duty, moisture and pathogen resistant TPO polymer. The panels will install over the OEM door panels and block access to the door handle and window switch.

3.6.5 Prisoner Transportation Dome Lights: (2) SoundOff Signal ECVDMLTST4G or San Diego County approved equivalent, LED dome lights will be installed on the headliner in the prisoner compartment to provide illumination for contraband inspections and other nighttime operations. The dome lights will be controlled by (1) K4 SW-DOME2 or San Diego County approved equivalent, console mounted Carling Con toura style rocker switch with a laser etched marking and legend.

3.7 **Cargo Protection**

3.7.1 Cargo Guard: (1) UV-CARGO-GUARD-SET or San Diego County approved equivalent shall be installed in the rear of the vehicle to provide a secure storage solution. The cargo guard will create a "trunk" in the utility vehicle to protect equipment from theft from a broken window. The cargo guard must comply with the following:

- 3.7.1.1 The cargo guard will create a shelf platform under the window beltline and extend from the rear partition to the rear lift gate and from side to side.
  - 3.7.1.1.1 The guard must fit the contours of the vehicle interior panels with no gaps.
  - 3.7.1.1.2 The rear edge of the guard at the lift gate, will feature a hinged door that will flip up to provide easier access to cargo stored under the guard.

3.7.1.1.3 The hinged door will have slam latches that are only accessible from under the guard's platform requiring that the rear lift gate is open to gain access to the latches.

3.7.1.1.4 The guard will be constructed of heavy gauge steel and be finished with a textured powder coat finish.

3.7.1.1.5 The guard must securely install in the vehicle using only factory bolt locations.

3.7.1.1.6 The County must approve the final design

3.8 Weapon Mounting System

3.8.1 Partition Mounted Weapon Rack: (1) Setina GK1031S1UHKSSCAXL or San Diego County approved equivalent dual weapon rack shall be installed on the front partition. The rack will support the secure storage of (1) Remington 870 shotgun with pistol grip stock and (1) AR-15 style rifle with adjustable butt stock. The rack must feature an extruded aluminum back bone to allow adjustments for both weapons. All exposed hardware must be security style such as pin-in hex. The gun locks will be electronically released via the siren control panel button #8 (security 8-sec. timer) and feature a #6 key over-ride. The rifle gun lock will utilize a "barrel lock" to allow compatibility with various configurations. The rack must include additional storage security to the rifle by preventing access to the take down pins, magazine release and trigger. The guard must be compatible with a 30-round magazine. Both weapons will be installed in the rack with the trigger facing towards the partition.

3.9 Graphics Package

3.9.1 The successful vendor will be required to produce and install a complete graphics package. The vendor shall supply the County Fleet Management with a list of vehicle identification numbers (VIN) on an excel spreadsheet, and the County will identify the correct county assigned unit number.

3.9.2 The graphics package must include the following:(See reference photos in Section 9)

3.9.2.1 (2) Sheriff Stars to be installed on the front driver and passenger doors

3.9.2.1.1 Approximate size: 20"
3.9.2.1.2 Material: 3M 1080 Series
3.9.2.1.3 Color: S120, Satin White Aluminum
3.9.2.1.4 Laminate: 3M Envision 8548 Gloss
3.9.2.1.5 Expected Durability: 7-9 Years

3.9.2.2 (2) "SHERIFF" graphics to be installed on the front driver and passenger doors

3.9.2.2.1 Approximate size: 2.25" x 23"
3.9.2.2.2 Material: 3M 1080 Series
3.9.2.2.3 Color: S120, Satin White Aluminum
3.9.2.2.4 Laminate: 3M Envision 8548 Gloss
3.9.2.2.5 Expected Durability: 7-9 Years

3.9.2.3 (1) "SHERIFF" graphics to be installed on the rear lift gate

3.9.2.3.1 Approximate size: 2.25" x 23"
3.9.2.3.2 Material: 3M 1080 Series
3.9.2.3.3 Color: S120, Satin White Aluminum
3.9.2.3.4 Laminate: 3M Envision 8548 Gloss
3.9.2.3.5 Expected Durability: 7-9 Years

3.9.2.4 (2) "KEEPING THE PEACE SINCE 1850" graphics to be installed on the front driver and passenger fenders

3.9.2.4.1 Approximate size: 2" x 35"
3.9.2.4.2 Material: 3M 1080 Series
3.9.2.4.3 Color: S120, Satin White Aluminum
3.9.2.4.4 Laminate: 3M Envision 8548 Gloss
3.9.2.4.5 Expected Durability: 7-9 Years

3.9.2.5 (1) 5-Digit vehicle number to be installed on the hood
3.9.2.5.1 Approximate size: 2" Tall
3.9.2.5.2 Material: 3M 1080 Series
3.9.2.5.3 Color: S120, Satin White Aluminum
3.9.2.5.4 Laminate: 3M Envision 8548 Gloss
3.9.2.5.5 Expected Durability: 7-9 Years

3.9.2.6 (1) 5-Digit vehicle number to be installed on the rear lift gate
3.9.2.6.1 Approximate size: 2" Tall
3.9.2.6.2 Material: 3M 1080 Series
3.9.2.6.3 Color: S120, Satin White Aluminum
3.9.2.6.4 Laminate: 3M Envision 8548 Gloss
3.9.2.6.5 Expected Durability: 7-9 Years

3.9.2.7 (1) 3-Digit vehicle number to be installed on the roof
3.9.2.7.1 Approximate size: 20" Tall
3.9.2.7.2 Material: 3M 1080 Series
3.9.2.7.3 Color: G12 Gloss Black
3.9.2.7.4 Laminate: 3M Envision 8548 Gloss
3.9.2.7.5 Expected Durability: 5 Years

3.9.2.8 (1) Underline to be installed under roof numbers
3.9.2.8.1 Approximate size: 4" x 43"
3.9.2.8.2 Material: 3M 1080 Series
3.9.2.8.3 Color: G12 Gloss Black
3.9.2.8.4 Laminate: 3M Envision 8548 Gloss
3.9.2.8.5 Expected Durability: 5 Years

4 STANDARDS AND REQUIREMENTS

4.1 The successful bidder shall be responsible to deliver all completed vehicles as specified and equipped in this specification

4.2 The successful bidder shall identify the local area service provider and/or warranty repair center responsible for all equipment repair identified in this specification. Service centers must be accessible within a 1 hour driving window under normal traffic conditions from any starting point within the geographical area of San Diego County. This local area service provider shall be capable of providing warranty repairs and parts replacement, product support and service.

4.3 The successful bidder shall verify that the successful bidder or sub-contractor, whomever is providing this outfitting installation utilizes certified Emergency Vehicle Technicians that are certified as Law Enforcement Vehicle Installers (L-1), and that the sub-contractor has a history of manufacturing, outfitting, supporting, and servicing of aftermarket Law Enforcement vehicle equipment consisted of but not limited to
- 4.3.1 Emergency lights and siren
- 4.3.2 Center consoles
- 4.3.3 Trunk trays
- 4.3.4 Weapon management and security storage systems,
- 4.3.5 Wiring harnesses, power distribution and management systems

4.4 The successful bidder shall ensure that the primary sub-contractor shall be the only sub-contractor performing the outfitting services and no other subcontracting work shall be permitted by the successful bidder or the primary successful bidder without prior written approval of the County of San Diego Fleet Management.

4.5 All equipment and components shall be new, assembled, installed, and fully functional as indicated by the specifications and shall be factory standard unless otherwise specified.

4.6 All substitutions must be listed as exceptions for evaluation. San Diego County representatives shall be the sole judges if the substitution is acceptable as an equivalent.

4.7 Successful bidder will outfit one vehicle which will be submitted for inspection and approval before the remainders of the vehicles are started.

4.8 The successful bidder shall produce no less than 20 outfitted vehicles per this specification per month starting after the first vehicle is approved by the County of San Diego Fleet Management.

4.9 The successful bidder is responsible for the delivery of all vehicles to the County of San Diego.

4.10 Vehicles delivered to the County must not include any modifications to or additions of equipment that are not specifically requested by the County as part of its specifications. Vehicles which have had modifications or alterations to the manufacturer's wiring or body structure through the installation of such devices may, at the County's sole discretion, be rejected as not meeting specifications. In such cases, the County shall determine whether repairs to the vehicle to eliminate the alteration shall be acceptable to correct the specification deficiency, or if replacement of the vehicle is required.

5 DOCUMENTATION

5.1 Each vehicle shall include a laminated "quick reference" card showing the lighting control keypad functions

5.2 Vendor must create and deliver detailed reference documents with component locations, any maintenance or diagnostic charts if applicable, and electrical diagrams with appropriate system identification

5.3 The reference documents, illustrations, and diagrams shall include, but not be limited to the following systems and items:

- 5.3.1 Emergency light and siren system
- 5.3.2 Wiring harness
- 5.3.3 Any system added by vendor
- 5.3.4 Item specified during meeting
- 5.3.5 wire size and color
- 5.3.6 Diagram must show location of fuses

5.4 Provide reference documents, illustrations, diagrams in a hard copy and binder format

5.5 Reference documents, illustrations, and diagrams shall be provided in a digital format and shall include the same information as in number three of the Rear Console Section Warnings and safety precautions shall be identified clearly in the reference documents and diagrams.

5.6 Reference documents and diagrams shall be specifically created for the current production, and shall contain the following:

- 5.6.1 Job and or Production number
- 5.6.2 Table of contents
- 5.6.3 Parts section sorted in alphabetical order
- 5.6.4 Parts section in functional groups reflecting a major system, component, or assembly

5.6.5 Part numbers with full descriptions

6 WARRANTY

6.1 All Warranty repair services should be available by the warranty repair center responsible for all equipment repair identified in this specification. Service centers must be accessible within a 1 hour driving window under normal traffic conditions from any starting point within the geographical area of San Diego County. This local area service provider shall be capable of providing warranty repairs and parts replacement, product support and service with certified Law Enforcement Emergency Vehicle Technicians (L-1).

6.2 Up fitting Craftsmanship Warranty: 5 Years Unlimited Mileage

6.3 All wiring must be covered for (5) five years from the time of delivery

7 DELIVERY AND DEMONSTRATION

7.1 The successful bidder shall be responsible for the delivery of each completed vehicle to the County of San Diego's specified location. Location shall be specified by Contracting Officer Representative at time of delivery scheduling for each vehicle.

7.2 Delivery dates shall not exceed 365 days from receipt of purchase order.

7.3 On initial delivery of the first vehicle, the successful bidder shall supply a qualified representative to demonstrate the vehicle and provide initial instruction to representatives of the County of San Diego regarding the operation, care, and maintenance of the vehicle and equipment supplied at the County of San Diego's location.

7.4 Vehicle to be delivered with no less than ½ tank of gas. Vehicles not meeting this requirement will not be accepted and payment on submitted invoices will be withheld until delivery requirements have been met.

7.5 All vehicles shall be delivered with current and valid California "Exempt" registration with license plates installed and registration cards provided at time of delivery unless otherwise previously requested by the County prior to the vehicle's scheduled delivery. Ownership information and department of motor vehicle registration information shall be provided by the County of San Diego prior to first vehicle delivery.

7.6 Deliveries are by appointment only & shall only occur between the hours of 8:00am and 2:00pm PST, Monday - Friday. (Excluding County observed Holidays). Deliveries shall be limited in quantity to no more than twenty (20) vehicles per week.

7.7 Vehicle delivery shall be coordinated with Fleet Management during normal business hours. All deliveries are to be made to:

County of San Diego
5610 Overland Ave.
San Diego, California 92123

San Diego County Sheriff, 2015 Ford Utility
nForce Exterior Lightbar Configuration

Customization Ordering Information: Exterior Lightbar

Vehicle Type 2017 Ford Utility **Quantity** _____ **Lightbar Lengths** ○ 42" ⓧ 48" ○ 54" ○ 24" ○ 36" ○ 60" ○ 72"
Wire Exit Side ○ Driver ⓧ Passenger **Mounting Style** Pursuit Fixed Height **Hook Kit** PNFLBF23 **Alleys** ⓧ Yes ○ No

48"

Lightbar Front: Top Row = LED Count **Middle Row** = LED Color **Third Row** = Programmable Option

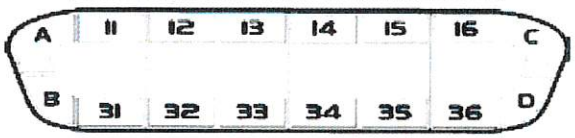
D12	S09	D12	D12	S09	D12
R/W	RED	R/W	B/W	BLUE	B/W

Driver Side (front)

LED Count	D24
LED Color	R/W
Programmable Option	

(back)

LED COUNT	D24
LED Color	R/W
Programmable Option	



D12	D12	D12	D12	D12	D12
R/A	R/A	R/A	B/A	B/A	B/A

Passenger Side (front)

D24	LED Count
B/W	LED Color
	Programmable Option

(back)

D24	LED COUNT
B/W	LED Color
	Programmable Option

Lightbar Back: Top Row = LED Count **Middle Row** = LED Color **Third Row** = Programmable Option


KEEPING THE PEACE SINCE 1850


SHERIFF
SHERIFF
SAN DIEGO COUNTY


KEEPING THE PEACE SINCE 1850
SHERIFF


SHERIFF
Ford
CA EXEMPT
1452759
23798


SHERIFF
KEEPING THE PEACE SINCE 1850


20156
CA EXEMPT
1527521


156

6. EXHIBIT B – PAYMENT SCHEDULE

(Submit completed Payment Schedule with your bid)

Initial Year
2023 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2023 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	$ 48,948.00	$ 3,671,100.00
2	Parts	75	EACH	$ 19,131.51	$1,434,863.25
3	Labor	75	EACH	$4,560.00	$ 342,000.00
4	Tire Fee	75	EACH	$8.75	$656.25
5	Additional Fees	75	EACH	$ 320.00	$ 24,000.00
				TOTAL PRICE:	**$ 5,472,619.50**

Option Year 1
2024 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2024 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	$ 48,948.00	$ 3,671,100.00
2	Parts	75	EACH	$ 19,131.51	$1,434,863.25
3	Labor	75	EACH	$4,560.00	$ 342,000.00
4	Tire Fee	75	EACH	$8.75	$656.25
5	Additional Fees	75	EACH	$ 320.00	$ 24,000.00
				TOTAL PRICE:	**$ 5,472,619.50**

COUNTY CONTRACT NUMBER 570454
AGREEMENT WITH SUNROAD AUTO LLC DBA KEARNY MESA FORD
FOR 2023 OR NEWER FORD POLICE INTERCEPTOR UTILITY VEHICLES
Option Year 2
2025 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2025 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	$55,041.00	$4,128,075.00
2	Parts	75	EACH	$21,427.29	$ 1,607,046.75
3	Labor	75	EACH	$ 4,924.80	$ 369,360.00
4	Tire Fee	75	EACH	$8.75	$656.25
5	Additional Fees	75	EACH	$400	$30,000.00
				TOTAL PRICE:	**$6,135,138.00**

TOTAL OF INITIAL AND ALL OPTION YEARS PRICE	**$ 17,080,377.00**

UPON DELIVERY, DOCUMENTS MUST REFLECT THE FOLLOWING MINIMUM INFORMATION:

Name of Contact Person Company Name

Ordering Organization and Location Quote Number

Quantity, Description, Unit Price and Extended Price

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO COUNTY OF SAN DIEGO CONTRACT # 570454 WITH KEARNY MESA FORD FOR THE PURCHASE OF SIX 2025 FORD POLICE UTILTY B/W AWD INTERCEPTORS IN A NOT-TO-EXCEED AMOUNT OF $323,000 FOR THE NATIONAL CITY POLICE DEPARTMENT; AND 2) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP $32,300 TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE AS A 10% CONTINGENCY FOR UNFORESEEN FLUCTUATIONS IN PRICING.

WHEREAS, six (6) National City Police Department Ford Explorer Patrol Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced; and

WHEREAS, the City of National City has an opportunity to piggyback onto the County of San Diego Contract # 570454 with Kearny Mesa Ford to allow for the purchase of six (6) 2025 Ford Police Utility B/W AWD Interceptors; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the County of San Diego Contract # 570454 with Kearny Mesa Ford was competitively bid through a Request for Proposals process, and that the County of San Diego procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends adoption of the resolution as stated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford for the purchase of six (6) 2025 Ford Police Utility B/W AWD Interceptors for the National City Police Department.

Section 2: That the City Council hereby authorizes the City Manager to approve adjustments of up to $32,300 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing.

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Awarding a Contract to Aster Construction Services for the Central Community Mobility Enhancements Project, CIP No. 19-23.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Aster Construction Services in the Not-to-Exceed Amount of $1,915,050 for the Central Community Mobility Enhancements Project, CIP No. 19-23; 2) Authorizing a 15% Contingency in the Amount of $287,257.50 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Central Community Mobility Enhancements Project. The project will provide approximately 1.7 miles of bicycle facilities providing north-south connections through the Central, Olivewood and Las Palmas neighborhoods in National City (see attached exhibit A).

On January 30, 2019, the California Department of Transportation (Caltrans) awarded a $1,286,000 State Active Transportation Program (ATP) grant for the Central Community Mobility Enhancements Project with a local match of $471,000. On March 26, 2020, Caltrans provided the agreement to the City for execution.

On October 1, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors, in accordance with the City's Project Labor Agreement (PLA). On October 8, 2024 and October 9, 2024, the bid solicitation was advertised in local newspapers.

On October 27, 2024, three (3) bids were received by the 1:00 p.m. deadline. Aster Construction Services was the apparent lowest bidder with a total bid amount of $1,915,050. Upon review of all documents submitted, Aster Construction Services bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Aster Construction Services in the not-to-exceed amount of $1,915,050 and authorizing a 15% contingency in the amount of $287,257.50 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet (Exhibit B) and a line-item summary of the three lowest bidders (Exhibit C) for reference. Also attached is the Owner-Contractor Agreement (Exhibit D).

Construction is estimated to be completed by Fall 2025. Typically, construction will begin four to six weeks after City Council approves award of contract to allow for coordination efforts, as well as contractor mobilization. Updates will be provided on the City's CIP website at: http://nationalcityprojects.com.

FINANCIAL STATEMENT:
Contract Award - $1,915,050
Expenditure Account No. 296-10-18-18500-7598-6588296 (ATP Grant) - $1,095,000
Expenditure Account No. 109-10-18-18500-7598-6035109 (SB1-RMRA Gas Tax) - $820,050

15% Contingency - $287,257.50
Expenditure Account No. 307-10-18-18500-7598-6035307 (TransNet Street Resurfacing)

All funding available through prior City Council appropriations.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Project Location Map
Exhibit B - Bid Opening Summary
Exhibit C - Three Lowest Bidders Summary
Exhibit D - Owner-Contract Agreement
Exhibit E - Resolution

Project Improvement Map



N Avenue Infrastructure Gap



Bicycle Boxes
D Ave & 18th St, National City



Class II Bike Lane
4th Street, National City



Class III Bike Route
4th Street, National City

805

Las Palmas Elementary School

Las Palmas Park

Palm Avenue

N Avenue

M Avenue

Bike Boxes

Bike Boxes

L Avenue

30th Street

Sweetwater Shopping Plaza

Plaza Village Senior Living

Highest employment density in National City

Plaza Boulevard

Plaza Commercial Area

16th Street

18th Street

City of National City

24th Street

Highland Avenue

Olivewood Elementary School

4th Street

8th Street

Central Elementary School

Walmart

John A Otis Elementary School

National City Middle Schoo

Senior Housing

Sweetwater Union High School

D Avenue

Kimball Park

LEGEND

PROPOSED IMPROVEMENTS

- Class II - Bike Lane
  Install two 6' Buffered Bicycle Lanes
- Class III - Bike Route
  Install Sharrows and Signage
- New Sidewalk

BIKE FACILITIES

- Existing Class II - Bike Lane
- Existing Class III - Bike Route
- Existing Class II In Design
- Future Class I, II, or III Bikeway*
- Future Pedestrian Path*

OTHER

- Existing Bus Stop
- Future BRT Station - SBBRT (2030)
- Existing Super Markets

Note: Bicycle Loop Detectors to be installed at all signalized intersections

* Refer to Bike Master Plan

Central Community Mobility Enhancements

BID OPENING SUMMARY

NAME: **Central Community Mobility Corridor (PLA project)**
CIP NO: **19-23**
DATE: **Tuesday, August 27, 2024**
TIME: **1:00 P.M.**
ESTIMATE: **$1,700,000**
PROJECT ENGINEER: **Luca Zappiello**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Aster Construction Services 1666 1/2 MaCadden Place Los Angeles, California 90028	$1,915,050	Bond
2	Quality Construction & Engineering, Inc. 11956 Bernardo Plaza Drive #133 San Diego, California 92128	$1,951,925	Bond
3	Palm Engineering Construction Company, 7330 Opportunity Rd Suite A San Diego, California 92111	$2,372,305	Bond

Engineering & Public Works Department

Central Community Mobility Corridor (PLA project) CIP No. 19-23
Bid Opening Date: 8/27/2024
Engineer's Estimate: $1,700,000

				Aster Construction Services Los Angeles, 90028		Quality Construction & Engineering, Inc. 11956 Bernardo Plaza Drive #133		Palm Engineering Construction Company, 7330 Opportunity Rd	
No.	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**	**Unit Price**	**Line Total**
1	LS	1	Mobilization/Demobilization	$125,000	$125,000	$50,000	$50,000	$80,000	$80,000
2	LS	1	Surveying and Construction Staking	$36,900	$36,900	$35,000	$35,000	$25,000	$25,000
3	LS	1	Signing and Striping	$181,236	$181,236	$215,000	$215,000	$225,000	$225,000
4	LS	1	Traffic Control	$85,000	$85,000	$85,000	$85,000	$85,000	$85,000
5	LS	1	Clearing and Grubbing	$125,000	$125,000	$65,000	$65,000	$90,000	$90,000
6	LS	1	Water Pollution Control	$15,000	$15,000	$8,500	$8,500	$85,000	$85,000
7	SF	1800	Construct 4" PCC Sidewalk per SDRSD G-07, G-09, G-10, G-11	$19	$34,200	$20	$36,000	$24	$43,200
8	LF	265	Construct 6" Curb and Gutter per SDRSD G-02	$90	$23,850	$85	$22,525	$85	$22,525
9	EA	42	Remove and Replace ADA Ramps (All Types)	$8,200	$344,400	$8,500	$357,000	$11,000	$462,000
10	EA	9	Furnish and Install Ameristar 4" x 36" Retractable Bollards	$5,000	$45,000	$1,500	$13,500	$1,500	$13,500
11	LF	160	Furnish and Install 6' Chain Link Fence per SDRSD M-06 & M-20	$125	$20,000	$65	$10,400	$150	$24,000
12	SF	1120	Construct Masonry Retaining Wall Type 3, including Footing per SDRSD C-03	$45	$50,400	$105	$117,600	$145	$162,400
13	CY	7	Construct Gravity Wall Type B per SDRSD C-09	$1,600	$11,200	$1,500	$10,500	$2,700	$18,900
14	SF	2500	Bonded Fiber Matrix with Hydroseed Mixture	$4	$10,000	$9	$21,250	$1	$2,375
15	TN	190	Construct Asphalt Concrete Pavement	$220	$41,800	$650	$123,500	$295	$56,050
16	TN	490	Construct Class II Aggregate Base	$90	$44,100	$85	$41,650	$135	$66,150
17	SF	24800	2" Mill	$1	$23,064	$3	$74,400	$1	$27,280
18	TN	300	2" Overlay	$220	$66,000	$300	$90,000	$350	$105,000
19	SY	18800	Type II Slurry Seal with Crack Fill	$6	$103,400	$4	$70,500	$6	$108,100
20	TN	20	6" Pavement Rehabilitation Dig-out (Construct AC Pavement)	$300	$6,000	$1,000	$20,000	$950	$19,000
21	LS	1	Unclassified Excavation	$50,000	$50,000	$45,000	$45,000	$150,000	$150,000
22	CY	100	Removal, Disposal and Replacement of Unsuitable Material	$250	$25,000	$125	$12,500	$150	$15,000
23	EA	4	Relocate Pedestrian Push Button	$8,000	$32,000	$8,500	$34,000	$3,000	$12,000
24	LS	1	Replace Loop Detectors (N Avenue at Plaza Blvd)	$15,000	$15,000	$15,000	$15,000	$2,500	$2,500

				Aster Construction Services Los Angeles, 90028		Quality Construction & Engineering, Inc. 11956 Bernardo Plaza Drive #133		Palm Engineering Construction Company, 7330 Opportunity Rd	
25	EA	11	Reset Survey Benchmarks and Corner Records	$2,500	$27,500	$3,500	$38,500	$3,000	$33,000
26	SF	9850	Remove and replace PCC Sidewalk (SDRSD G-07)	$19	$187,150	$20	$197,000	$18	$177,300
27	LF	670	Remove and replace PCC Curb and Gutter (SDRSD G-02)	$120	$80,400	$65	$43,550	$95	$63,650
28	SF	1400	Remove and replace PCC Cross Gutter (SDRSD G-12)	$28	$39,200	$35	$49,000	$55	$77,000
29	SF	1475	Remove and replace PCC Driveway	$30	$44,250	$22	$32,450	$45	$66,375
30	EA	1	Furnish and Install 4' x 4' Filterra Biofiltration System	$15,000	$15,000	$15,000	$15,000	$45,000	$45,000
31	EA	4	Furnish and Install Truncated Domes	$2,000	$8,000	$650	$2,600	$2,500	$10,000
				Subtotal	**$1,915,050**		**$1,951,925**		**$2,372,305**

OWNER - CONTRACTOR AGREEMENT

CENTRAL COMMUNITY MOBILITY ENHANCEMENTS PROJECT, CIP NO. 19-23

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Aster Construction Services ("Contractor"),** 1666 1/2 MaCadden Place, Los Angeles, CA 91740 Los Angeles, California 90028 on the **15th day of October, 2024,** for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

_____ (Initial) _____ (Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry Schultz
City Attorney

Contractor:
Aster Construction Services

_____
(Owner/Officer signature)

_____
Print name and title

(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

Engineering & Public Works Department

Central Community Mobility Corridor (PLA project) CIP No. 19-23
Bid Opening Date: 8/27/2024
Engineer's Estimate: $1,700,000

				Aster Construction Services Los Angeles, 90028	
No.	**Unit**	**Quantity**	**Description**	**Unit Price**	**Line Total**
1	LS	1	Mobilization/Demobilization	$125,000	$125,000
2	LS	1	Surveying and Construction Staking	$36,900	$36,900
3	LS	1	Signing and Striping	$181,236	$181,236
4	LS	1	Traffic Control	$85,000	$85,000
5	LS	1	Clearing and Grubbing	$125,000	$125,000
6	LS	1	Water Pollution Control	$15,000	$15,000
7	SF	1800	Construct 4" PCC Sidewalk per SDRSD G-07, G-09, G-10, G-11	$19	$34,200
8	LF	265	Construct 6" Curb and Gutter per SDRSD G-02	$90	$23,850
9	EA	42	Remove and Replace ADA Ramps (All Types)	$8,200	$344,400
10	EA	9	Furnish and Install Ameristar 4" x 36" Retractable Bollards	$5,000	$45,000
11	LF	160	Furnish and Install 6' Chain Link Fence per SDRSD M-06 & M-20	$125	$20,000
12	SF	1120	Construct Masonry Retaining Wall Type 3, including Footing per SDRSD C-03	$45	$50,400
13	CY	7	Construct Gravity Wall Type B per SDRSD C-09	$1,600	$11,200
14	SF	2500	Bonded Fiber Matrix with Hydroseed Mixture	$4	$10,000
15	TN	190	Construct Asphalt Concrete Pavement	$220	$41,800

				Aster Construction Services Los Angeles, 90028	
16	TN	490	Construct Class II Aggregate Base	$90	$44,100
17	SF	24800	2" Mill	$1	$23,064
18	TN	300	2" Overlay	$220	$66,000
19	SY	18800	Type II Slurry Seal with Crack Fill	$6	$103,400
20	TN	20	6" Pavement Rehabilitation Dig-out (Construct AC Pavement)	$300	$6,000
21	LS	1	Unclassified Excavation	$50,000	$50,000
22	CY	100	Removal, Disposal and Replacement of Unsuitable Material	$250	$25,000
23	EA	4	Relocate Pedestrian Push Button	$8,000	$32,000
24	LS	1	Replace Loop Detectors (N Avenue at Plaza Blvd)	$15,000	$15,000
25	EA	11	Reset Survey Benchmarks and Corner Records	$2,500	$27,500
26	SF	9850	Remove and replace PCC Sidewalk (SDRSD G-07)	$19	$187,150
27	LF	670	Remove and replace PCC Curb and Gutter (SDRSD G-02)	$120	$80,400
28	SF	1400	Remove and replace PCC Cross Gutter (SDRSD G-12)	$28	$39,200
29	SF	1475	Remove and replace PCC Driveway	$30	$44,250
30	EA	1	Furnish and Install 4' x 4' Filterra Biofiltration System	$15,000	$15,000
31	EA	4	Furnish and Install Truncated Domes	$2,000	$8,000
				Subtotal	**$1,915,050**

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____

_____ (Notary Seal)

known to me to be _____of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the **15th day of October, 2024,** has awarded **Aster Construction Services,** hereinafter designated as the "Principal", the Central Community Mobility Enhancements Project, CIP No. 19-23.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Nine Hundred Fifteen Thousand Fifty ($1,915,050)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the **15th day of October, 2024** has awarded **Aster Construction Services,** hereinafter designated as the "Principal", the Central Community Mobility Enhancements Project, CIP No. 19-23

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Nine Hundred Fifteen Thousand Fifty ($1,915,050)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO ASTER CONSTRUCTION SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $1,915,050 FOR THE CENTRAL COMMUNITY MOBILITY ENHANCEMENTS PROJECT, CIP NO. 19-23; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $287,257.50 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, in July 2018, City of National City ("City") staff submitted a Cycle 4 Active Transportation Program ("ATP") grant application to the California Department of Transportation ("Caltrans") for the Central Community Mobility Enhancements Project, CIP No. 19-23 ("Project"); and

WHEREAS, the Project will provide approximately 1.7 miles of bicycle facilities, providing north-south connections through the Central, Olivewood and Las Palmas neighborhoods in the City; and

WHEREAS, on January 30, 2019, Caltrans awarded a $1,286,000 ATP grant for the Project with a local match of $471,000; and

WHEREAS, on October 1, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on October 8th and October 9th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on October 27, 2024, three (3) bids were received by the 1:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Aster Construction Services' bid in the total bid amount of $1,915,050 was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Aster Construction Services in the not-to-exceed amount of $1,915,050 for the Central Community Mobility Enhancements Project, CIP No. 19-23; 2) authorizing a 15% contingency in the amount of $287,257.50 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Aster Construction Services in the not-to-exceed amount of $1,915,050 for the Central Community Mobility Enhancements Project, CIP No. 19-23.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $287,257.50 for any unforeseen changes.

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Associate Engineer - Civil**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 4, Grant Appropriation for Construction (CON) Phase.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement No. F030 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 4; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $5,421,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $710,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Bayshore Bikeway – Segment 5 Project. The project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City (City) (see attached exhibit). Staff requested $5,421,000 in Federal ATP funds for the construction phase of the project. In January 2019, staff received notification from Caltrans that the City had been awarded Federal ATP funds in the amount of $5,421,000, which requires a local match from the City of $710,000.

On November 19, 2019, the City adopted resolution No. 2019-155 authorizing the Mayor to execute a Memorandum of Understanding (MOU) between the San Diego Unified Port District (Port of San Diego) and the City, in which the Port of San Diego committed to fund $900,000 for the project's design and entitlements, including: environmental clearance, topographic survey, and preliminary and final design of the project.

In June 2022, due to construction cost increases, staff submitted a Cycle 6 Federal ATP grant application to Caltrans in the amount of $2,072,000. At their December 7, 2022 meeting, the California Transportation Commission (CTC) awarded an ATP grant to the City in the amount of $2,072,000 for the Project. On October 1, 2024, the City adopted Resolution No. 2024-111, authorizing the Mayor to execute the PSA No. A670 for the Cycle 6 Federal ATP grant to reimburse up to $2,072,000 in eligible project expenditures and committing to provide a local match of $310,800.

On April 8, 2024, Caltrans issued an allocation letter (see attached Exhibit B – Allocation Letter) allocating funding for the CON phase for the Cycle 4 Federal ATP grant in the amount of $5,421,000. On September 19, 2024, Caltrans issued a PSA to staff authorizing the City to proceed with the CON phase in the amount of $5,421,000 with a required local match of $710,000 (see attached Exhibit C – PSA). Funding for the local match is available through prior City Council appropriations to the Traffic System Improvements CIP. While the City Council authorized the establishment of $2,072,000 in appropriations on October 1, 2024, for the grant funding allocated under Cycle 6, appropriations for the Cycle 4 grant still need authorization. The combined total ATP grant funding for the construction phase of the Bayshore Bikeway Segment 5 project is $7,493,000.

Design of this project has been completed, and construction is anticipated to start in 2025.

FINANCIAL STATEMENT:
ATP Cycle 4 Grant $5,421,000 (new appropriation and corresponding revenue)
Expenditure/Project Account No. 296-10-18-18500-7598- 6620296 (Expense)
Revenue/Project Account No. 296-10-31-31100-3498- 6620296 (Federal Funded - Revenue)

Local Match $710,000 (no new appropriation)
Expenditure/Project Account No. 100-10-18-18500-7598- 6573100 (Traffic System Improvements CIP)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

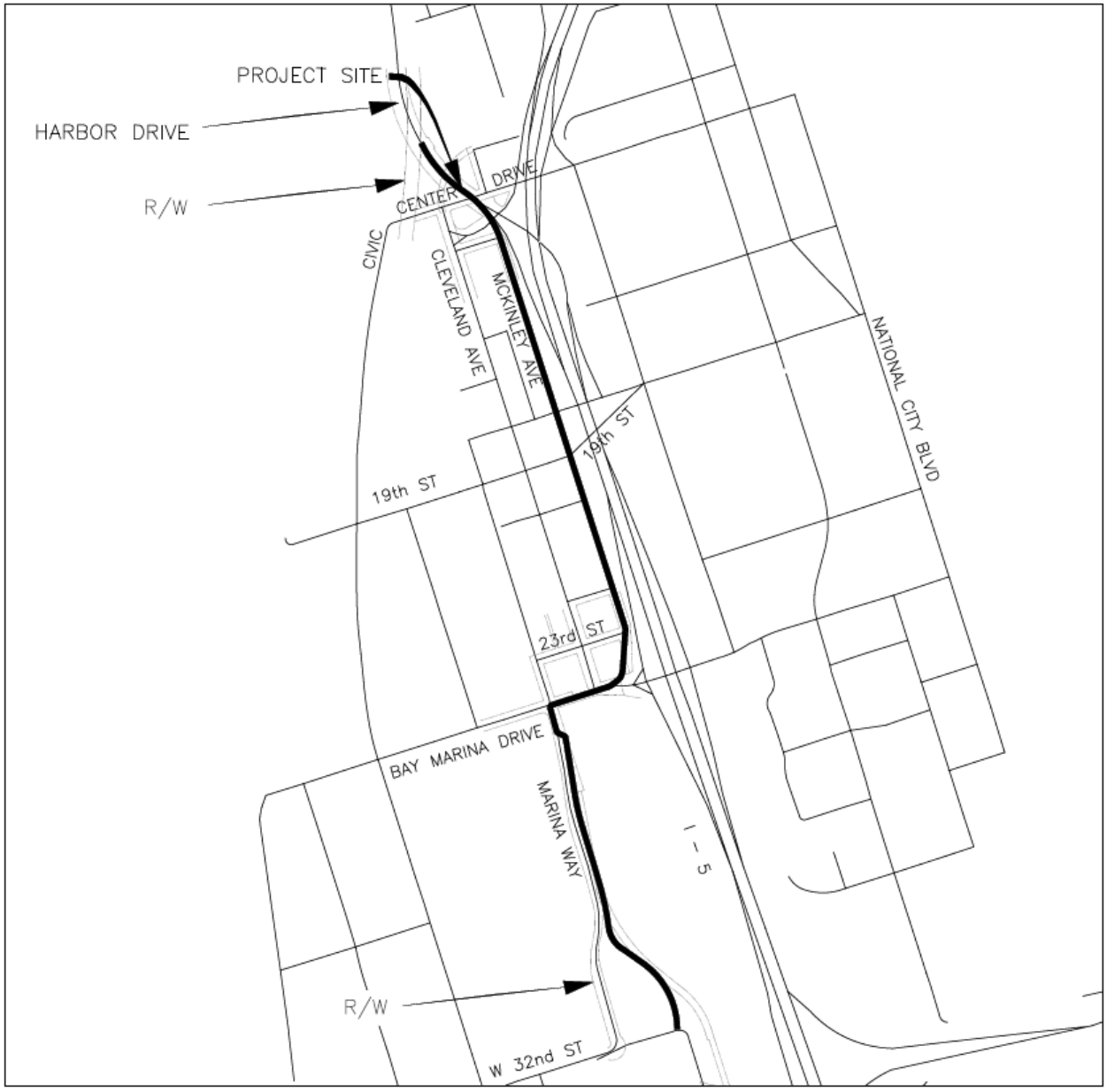
ENVIRONMENTAL REVIEW:
This is a project under CEQA and requires full environmental review and the preparation of an environmental impact report. CCR 15362.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Project Location Map
Exhibit B – Allocation Letter
Exhibit C – PSA
Exhibit D – Resolution

Bayshore Bikeway - Segment 5 project, CIP 22-33 - Location Map



DEPARTMENT OF TRANSPORTATION
Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

11-SD-0-NATC
ATPSB1L-5066(049)
Adv Id: 1120000179
PPNO: 11-1361
Request No: 1

April 8, 2024

Mr. Stephen Manganiello
Director of Engineering & Public Works
City of National City
1243 National City Blvd.
National City, CA 91950

Dear Mr. Manganiello:

Your letter dated February 5, 2024 requested a fund allocation from the Active Transportation Program for the City of National City Construct Class 1 and Class 4 protected bicycle facilities with enhanced intersection treatments - Adjacent to Marina Way from 32nd Street to Bay Marina Drive, Bay Marina Drive from Marina Way to McKinley Avenue, and McKinley Avenue from Bay Marina Drive to Civic Center Drive. This project is programmed in the Active Transportation Program (ATP), as amended.

At their March 22, 2024 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on March 22, 2024, effective March 22, 2024.

Allocation No. 2024-224	**ATP**		**FUND ALLOCATION**	
Senate District No.: 40 Assembly District 79	**Amount Programmed**	**Fiscal Year Programmed**	**Amount Previously Allocated**	**This Request**
Const	$5,421,000	2022	$0	$5,421,000
Federal Funds				$5,421,000
State Funds				$0
Total	**$5,421,000**		**$0**	**$5,421,000**

This allocation makes available $5,421,000 of federal funds* and $0 of State (or State-only) funds for a total of $5,421,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation:

Funds allocated for project E & P are available for expenditure until:	**Not Applicable.**
Funds allocated for project PS & E are available for expenditure until:	**Not Applicable.**
Funds allocated for project RW are available for expenditure until:	**Not Applicable.**

Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at https://dot.ca.gov/programs/local-assistance for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,

[redacted]

for ROBERT NGUYEN , Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: SANDAG

Attachment: CTC Vote Box

bc: LPA
DLA AE Project Files
District - (11) DLAE - Brian Ott

PROGRAM SUPPLEMENT NO. F030
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv. Project ID
1120000179

Date: September 19, 2024
Location: 11-SD-0-NATC
Project Number: ATPL-5066(049)
E.A. Number:
Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Adjacent to Marina Way from 32nd Street to Bay Marina Drive, Bay Marina Drive from Marina Way to McKinley Avenue, and McKinley Avenue from Bay Marina Drive to Civic Center Drive.

TYPE OF WORK: Construct Class 1 and Class 4 protected bicycle facilities with enhanced intersection treatments

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y306	$5,421,000.00	LOCAL		OTHER
$6,131,000.00			$710,000.00		$0.00

CITY OF NATIONAL CITY

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [redacted] **Date** 9/19/24 $5,421,000.00

SPECIAL COVENANTS OR REMARKS

1. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

   B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

   C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

   D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

   E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

   F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

   G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform

SPECIAL COVENANTS OR REMARKS

Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred

SPECIAL COVENANTS OR REMARKS

costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

2. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by

SPECIAL COVENANTS OR REMARKS

STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion

SPECIAL COVENANTS OR REMARKS

Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund

SPECIAL COVENANTS OR REMARKS

transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

P. This PROJECT has received funds from Active Transportation Program (ATP).

SPECIAL COVENANTS OR REMARKS

The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

3. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

SPECIAL COVENANTS OR REMARKS

testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F030 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE BAYSHORE BIKEWAY - SEGMENT 5 PROJECT, CIP 22-33, ATP CYCLE 4; 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF $5,421,000 AND CORRESPONDING REVENUE BUDGET; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF $710,000.

WHEREAS, in July 2018, City staff submitted a Cycle 4 Active Transportation Program ("ATP") grant application to the California Department of Transportation ("Caltrans") for the Bayshore Bikeway – Segment 5 project ("Project"); and

WHEREAS, the Project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City ("City"); and

WHEREAS, in January 2019, staff received notification from Caltrans that the City had been awarded Federal ATP funds in the amount of $5,421,000 for the Project, which required a local match from the City of $710,000; and

WHEREAS, additionally, on November 19, 2019, the City adopted resolution No. 2019-155 authorizing entering into a Memorandum of Understanding ("MOU") with the San Diego Unified Port District ("Port of San Diego") in which the Port of San Diego committed to fund $900,000 for the Project's design and entitlements; and

WHEREAS, due to construction cost increases, in June 2022, City staff submitted a Cycle 6 Federal ATP grant application to Caltrans in the amount of $2,072,000 for the Project and was awarded the ATP grant at the California Transportation Committee's ("CTC") meeting on December 7, 2022 (the "Cycle 6 Grant"); and

WHEREAS, on October 1, 2024, the City adopted Resolution No. 2024-111, authorizing the Mayor to execute Program Supplement Agreement ("PSA") No. A670 for the Cycle 6 Grant, including committing to provide a local match of $310,800; and

WHEREAS, at their March 22, 2024 meeting, the CTC awarded a Cycle 4 ATP grant in the amount of $5,421,000 to the City for the Project; and

WHEREAS, the $5,421,000 award was distributed entirely for the Construction ("CON") phase of the Project; and

WHEREAS, on September 19, 2024, Caltrans issued an authorization to proceed to the City for the CON phase, formalized as a PSA, confirming the State Funds portion of $5,421,000 with a required local match of $710,000; and

WHEREAS, funds are available to meet the local match utilizing existing appropriations in the General Fund's Traffic Systems Improvements project; and

WHEREAS, City staff recommends the City Council adopt this Resolution authorizing the Mayor to execute PSA No. F030 with Caltrans for the Project to allow reimbursement of up to $5,421,000 for the CON phase.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute Program Supplement Agreement No. F030 with the State of California Department of Transportation for the Bayshore Bikeway - Segment 5 project, CIP 22-33, ATP Cycle 4.

.

Section 2: That the City Council hereby authorizes the establishment of an Engineering Grants Fund Appropriation of $5,421,000 and corresponding revenue budget.

Section 3: That the City Council hereby authorizes to commit to providing a local match of $710,000 from the Traffic Systems Improvement project.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Library**
Prepared by: **Danielle Ghio, Acting City Librarian**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
California Library Adult and Family Literacy Services Grant Funds Acceptance

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager or his Designee to Accept the California Library Literacy Services (CLLS) grant of $63,375 from the California State Library to Fund the National City Public Library's Literacy Services Programs for FY2025 and Authorizing the Establishment of a Library Grants Fund Appropriation of $63,375 and Corresponding Revenue Budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Approved by the Board of Library Trustees at the regular meeting of October 2, 2024.

EXPLANATION:
California Library Literacy Services was developed in 1984 as the first statewide library-based adult literacy service. Since then, library literacy programs have helped more than a quarter of a million learners and their families.

Since 1984, the National City Public Library has assisted adults who seek to achieve their desired educational, professional, and academic goals. To better serve our community and allow more access to the program, it is offered either in-person, online or a hybrid of both. Adults in the literacy program are offered comprehensive tutoring in reading, writing, mathematics, basic computer and technology skills, GED/HiSet and ASVAB preparation, citizenship education, as well as skills for interviewing and resume writing. In FY 2023-2024, the program assisted 141 learners.

The program allows learners to achieve personal goals such as learning the alphabet, reading a book for the first time, getting a job, sharing a book with a child, reading a medicine label, volunteering in the community, and voting. Our Library has also developed a strong program with curriculum in digital literacy.

The California Library Literacy Services (CLLS) grant is designed to support the library's literacy services program for adults who seek to improve their reading, writing, math, and computer skills. The award amount the State Library provides to libraries that offer literacy services to their communities is based on a three-part funding formula:

1. A baseline amount ($20,000) for each approved library literacy program;
2. A per capita amount per adult learner served in the previous year's program; and
3. Additional funding raised by local funds earmarked for adult literacy services. This local funding is fulfilled by Library Fund personnel costs for the operation of the literacy program.

The National City Public Library's Adult Literacy Program provides literacy services to English-speaking adults, helping them reach their goals as lifelong learners, community members,

workers, and family members. The Adult Literacy Program values learner-centered education and places the real-world needs and interests of adults at the center of the curriculum.

The National City Public Library began a Family Literacy pilot program in FY 2023-24 which Supports the literacy development within the home and family unit. Family Literacy Services contribute to strong communities and families. The focus is on building strong foundations in reading, writing, and other language-based programs and activities for adult literacy learners and their families. By incorporating literacy into daily routines and interactions, families can improve their overall communication and educational outcomes.

The California Library Literacy Services (CLLS) grant is designed to support the library's literacy services program for families who seek to improve their reading, writing, math, and computer skills. The family literacy program provides family literacy packets that include lesson plans, children's books, craft activities, and assignments for families to do together. The program also provides workshops that focus on family learning goals as well as connect and engage families with programming, resources, and each other to obtain each learner's goals and aspirations.

The CLLS grant is awarded in two installment payments. The first payment of $57,038 (90% of the Award) is being awarded at this time. The second payment of $6,337, representing the remaining 10% of the total award for FY 2025, will be claimed at a later date upon submission of the mid-year narrative and financial reports that demonstrate program activity and confirm that 75% of the award has been expended. The total award amount for FY 2025 will be $63,375.

FINANCIAL STATEMENT:
Approval of the Resolution authorizes the establishment of a Library Grant Fund appropriation of $63,375 and a corresponding revenue budget as follows:

Expenditures:
- Account 320-50-41-41407-6005- Hourly Wages: $11,000
- Account 320-50-41-41407-7222- Memberships & Subscriptions: $15,000
- Account 320-50-41-41407-7399- Materials & Supplies: $37,375

Revenues:
- Account 320-50-41-41407-3463- Other State Grants: $63,375

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Parks, Recreation and Library

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - State Library Award Letter Agreement and Certificate of Compliance
Exhibit B - Resolution

Docusign Envelope ID: 18CB0FAC-09AB-40E1-8966-9CDC5BB5C27E

CALIFORNIA STATE LIBRARY

August 22, 2024

Danielle Ghio
National City Public Library
1401 National City Blvd.
National City, CA 91950

Dear Ms. Ghio,

We're pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues to provide $7.32 million in California Library Literacy Services funding for Adult Literacy Services and Family Literacy Services.

Your total award amount for the 2024-2025 fiscal year beginning July 1, 2024, is:

- Adult Literacy and Family Literacy Services: $63,375
- **Total Award: $63,375**

In Process

CLLS programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2024-2025 program period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

The block grant model does not apply to English as a Second Language Services funds for the 2024-2025 and 2025-2026 program periods.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: $57,038**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2025. You must fully expend funds by September 30, 2024, in accordance with your approved budget on file with the State Library.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: 18CB0FAC-09AB-40E1-8966-9CDC5BB5C27E

Encumbered funds are those that have been deposited in the grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the California Library Literacy Services Allowable and Unallowable Expenses guidelines to ensure program expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at CLLS@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the California Library Literacy Services Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services website.

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through DocuSign to be processed for payment.

In Process

Our library literacy staff are available to assist you throughout the year. Contact your Advisor Beverly Schwartzberg and your Grant Monitor Allyson Jeffredo at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:
BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Mikki Vidamo, mvidamo@nationalcityca.gov

Enc: Re: CLLS24-51: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) GRANT IN THE AMOUNT OF $63,375 FROM THE CALIFORNIA STATE LIBRARY TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S LITERACY SERVICES PROGRAMS FOR FISCAL YEAR 2025 AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF $63,375 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, the California Library Literacy Services ("CLLS") Grant is designed to support the National City Public Library's Literacy Services Program for English-speaking adults who seek to improve their reading, writing, and math skills; and

WHEREAS, since 1984, the National City Public Library has assisted adults who seek to improve their reading skills and achieve personal goals such as learning the alphabet, reading a book for the first time, getting a job, sharing a book with a child, reading a medicine label, volunteering in the community, and voting; and

WHEREAS, the National City Public Library began a Family Literacy pilot program in FY 2023-24 which supports literacy development within the home and family unit and where the focus is on building strong foundations in reading, writing, and other language-based programs and activities for adult literacy learners and their families; and

WHEREAS, the CLLS Grant is provided to the library in two payments each year; the first payment of $57,038 (90% of the Award) is the baseline amount, and the second payment of $6,337, representing the remaining 10% of the total Award for FY 2025, can be claimed at a later date upon submission of the mid-year narrative and financial report that demonstrates project activity and confirmation that 75% of the Award has been expended for a total Award amount of $63,375 for Fiscal Year 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the City Manager or his designee to accept the grant funds in the amount of $63,375 from the California State Library to fund the National City Public Library's Literacy Services Programs for Fiscal Year 2025, and authorizes the establishment of Library Grant Fund appropriations in the amount of $63,375 with a corresponding revenue budget.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Information Technology**
Prepared by: **Ron Williams, IT Manager**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Enterprise Storage System Lifecycle Replacement

RECOMMENDATION:
Adopt a Resolution Entitled: "Resolution of the City Council of the City of National City, California, Waiving the Bid Process by Utilizing Pricing and Contracts, Amendments, and Extensions from the National Intergovernmental Purchasing Alliance (NIPA) Technical Solutions Contract # 2018011 with CDWG LLC to Purchase Enterprise Storage System (ESS) Hardware, Software, and Related Services for an Amount Not-to-Exceed $314,101.94 Pursuant to National City Municipal Code Section 2.60.260."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Enterprise Storage System (ESS) consists of centralized storage array repositories hosting data and business applications in data centers located at various City facilities (City Hall, Police Department and Library). The ESS provides centralized data management, data protection (data security), and data sharing capabilities (network shared drives). The ESS storage array repositories host application server platforms running the City's essential information systems applications (Email, Financials, Intranet, City Records Management, Permitting, GIS, Law Enforcement Records Management and Report Writing, Legal Case Management, Computer Aided Dispatch, etc.). Major hardware components of the ESS storage arrays were purchased in 2017 and 2018. The average lifecycle of enterprise storage hardware is five to seven years.

The ESS is approaching support end of life where software updates and spare parts will become increasingly difficult to obtain when malfunctions occur. Upgrading the ESS will provide increased data storage capacity, and advanced technologies to support the latest innovations in information technology service delivery and data management throughout the City of National City.

Staff is requesting approval of the purchase of a new Enterprise Storage System in the not-to-exceed amount of $314,101.94 utilizing NIPA contract #2018011, consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be

in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the NIPA Contract #2018011 was competitively bid through a Request for Proposals (RFP) process, and that the procurement procedures are in substantial compliance with those of the City of National City.

FINANCIAL STATEMENT:
The funding for this purchase was included in the FY25 budget in the Information Technology Maintenance & Operations Fund. No additional appropriations are required. The not-to-exceed expenditure of $314,101.94 will be recorded in Account No. 629-10-13-13600-7502- Computer Equipment.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – CDWG Quote
Exhibit B – NIPA Master Agreement
Exhibit C – Amendment #1
Exhibit D – Amendment #2
Exhibit E – Amendment #3
Exhibit F – Master Agreement Renewal
Exhibit G – Resolution

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JOHN SAOUR,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PCSF804	9/27/2024	HPE COMBINED	7328975	$314,101.94

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE VIRTUAL RACK Mfg. Part#: ZU715A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6491776	$29.16	$29.16
HPE GREENLAKE BLOCK STOR CONF SUB Mfg. Part#: S0B84A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7863454	$0.16	$0.16
HPE GreenLake for Block Storage MP OS - subscription license-to-use (5 year Mfg. Part#: S3Q02A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7947163	$0.39	$0.39
Configurator Defined Build Instructions - user manual Mfg. Part#: 581817-B21 Contract: National IPA Technology Solutions (2018011)	1	2997992	$1.08	$1.08
HPE Alletra Storage MP - rack chassis - 2U Mfg. Part#: R7C75A Contract: National IPA Technology Solutions (2018011)	1	7477177	$1,957.21	$1,957.21
HPE 256 GB 16-core Block Controller Node - storage controller Mfg. Part#: S0R21A Contract: National IPA Technology Solutions (2018011)	2	7612576	$9,705.42	$19,410.84
HPE Alletra - host bus adapter - 32Gb 64Gb Fibre Channel x 4 Mfg. Part#: R7C90A Contract: National IPA Technology Solutions (2018011)	2	7612580	$871.06	$1,742.12
HPE - SFP28 transceiver module - 32Gb Fibre Channel Mfg. Part#: Q2P62A	4	6928666	$96.27	$385.08

QUOTE DETAILS (CONT.)

Contract: National IPA Technology Solutions (2018011)

HPE Alletra Storage MP - host bus adapter - OCP - 100 Gigabit Ethernet x 2 Mfg. Part#: S2A68A Contract: National IPA Technology Solutions (2018011)	2	7860673	$664.07	$1,328.14
HPE Alletra Storage MP C14 1600W AC Power Supply Mfg. Part#: R7C76A Contract: National IPA Technology Solutions (2018011)	2	7477203	$331.26	$662.52
HPE Alletra Storage MP 7.68TB NVMe Solid State Drive Mfg. Part#: R9H68A Contract: National IPA Technology Solutions (2018011)	10	7908747	$2,276.48	$22,764.80
HPE - power cable - power IEC 60320 C13 to IEC 60320 C14 - 4.6 ft Mfg. Part#: R9R52A Contract: National IPA Technology Solutions (2018011)	1	7477187	$0.15	$0.15
HPE - power cable - power IEC 60320 C13 to IEC 60320 C14 - 4.6 ft Mfg. Part#: R9S00A Contract: National IPA Technology Solutions (2018011)	1	7477188	$0.15	$0.15
HPE Alletra Storage MP - rack shelf - NVMe, configure-to-order Mfg. Part#: S1J10A Contract: National IPA Technology Solutions (2018011)	1	7860675	$1,956.64	$1,956.64
HPE Alletra Storage MP C14 1600W AC Power Supply Mfg. Part#: R7C76A Contract: National IPA Technology Solutions (2018011)	2	7477203	$331.26	$662.52
HPE Alletra Storage MP - rack shelf - NVMe Mfg. Part#: S1R28A Contract: National IPA Technology Solutions (2018011)	2	7860676	$3,275.67	$6,551.34
HPE Alletra Storage MP - host bus adapter - OCP - 100 Gigabit Ethernet x 2 Mfg. Part#: S2A68A Contract: National IPA Technology Solutions (2018011)	2	7860673	$664.07	$1,328.14
HPE Alletra Storage MP 7.68TB NVMe Solid State Drive Mfg. Part#: R9H68A Contract: National IPA Technology Solutions (2018011)	8	7908747	$2,276.48	$18,211.84
HPE - power cable - power IEC 60320 C13 to IEC 60320 C14 - 4.6 ft Mfg. Part#: R9R52A Contract: National IPA Technology Solutions (2018011)	1	7477187	$0.15	$0.15
HPE - power cable - power IEC 60320 C13 to IEC 60320 C14 - 4.6 ft Mfg. Part#: R9S00A Contract: National IPA Technology Solutions (2018011)	1	7477188	$0.15	$0.15

QUOTE DETAILS (CONT.)				
HPE STG DATA ENCRYPTION LTU Mfg. Part#: S0A98A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7909906	$0.91	$0.91
HPE Alletra Storage MP CDM - bluetooth connect kit Mfg. Part#: S0U79A Contract: National IPA Technology Solutions (2018011)	1	7878304	$22.06	$22.06
HPE Aruba 100GBase direct attach cable - 3.3 ft Mfg. Part#: R9F77A Contract: National IPA Technology Solutions (2018011)	2	7327647	$52.36	$104.72
HPE GreenLake for Block Storage MP OS - subscription license (5 years) + Su Mfg. Part#: S3Q02AAE Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	138	7947166	$524.21	$72,340.98
SIRIUS ITEM HU4A6A5008W Mfg. Part#: HU4A6A5008W Contract: National IPA Technology Solutions (2018011)	1	7849524	$0.22	$0.22
HPE ALLETRA STORAGE MP 2U CHASSIS Mfg. Part#: HU4A6A5008L Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7477185	$311.31	$311.31
HPE ALLETRA STGMP 16C NODE SUP Mfg. Part#: HU4A6A5008N Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2	7851722	$987.80	$1,975.60
HPE ALLETRA STG MP 32 64 4PT FC SUP Mfg. Part#: HU4A6A5008P Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2	7822374	$138.56	$277.12
SIRIUS ITEM HU4A6A5008T Mfg. Part#: HU4A6A5008T Contract: National IPA Technology Solutions (2018011)	18	7849503	$362.25	$6,520.50
HPE ALLETRA STG MP BLOCK SHELF SUP Mfg. Part#: HU4A6A5008X Contract: National IPA Technology Solutions (2018011)	1	7849505	$520.95	$520.95
HPE ALLETRA STG MP NVME SHEF SUP Mfg. Part#: HU4A6A5008Z Contract: National IPA Technology Solutions (2018011)	1	7849511	$311.31	$311.31
HPE ALLETRA STG MP 100GBE 2P SUP Mfg. Part#: HU4A6A5009A Contract: National IPA Technology Solutions (2018011)	1	7849513	$105.51	$105.51

QUOTE DETAILS (CONT.)				
HPE GREENLAKE BLK STRG DRV ENCL FLD Mfg. Part#: HA124A1#VZJ Contract: National IPA Technology Solutions (2018011)	1	7849517	$467.95	$467.95
HPE GREENLAKE BLK STRG OS SRTUP SVC Mfg. Part#: HA124A1#VZW Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7849519	$2,000.58	$2,000.58
HPE GREENLAKE BLK STRG 2N FLD SRTUP Mfg. Part#: HA124A1#VZS Contract: National IPA Technology Solutions (2018011)	1	7849522	$1,379.18	$1,379.18
HPE VIRTUAL RACK Mfg. Part#: ZU715A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	6491776	$31.28	$31.28
HPE GREENLAKE BLOCK STOR CONF SUB Mfg. Part#: S0B84A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7863454	$0.19	$0.19
HPE GreenLake for Block Storage MP OS - subscription license-to-use (5 year Mfg. Part#: S3Q02A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7947163	$0.64	$0.64
Configurator Defined Build Instructions - user manual Mfg. Part#: 581817-B21 Contract: National IPA Technology Solutions (2018011)	1	2997992	$0.80	$0.80
HPE Alletra Storage MP - rack chassis - 2U Mfg. Part#: R7C75A Contract: National IPA Technology Solutions (2018011)	1	7477177	$2,402.25	$2,402.25
HPE 256 GB 16-core Block Controller Node - storage controller Mfg. Part#: S0R21A Contract: National IPA Technology Solutions (2018011)	2	7612576	$11,912.36	$23,824.72
HPE Alletra - host bus adapter - 32Gb 64Gb Fibre Channel x 4 Mfg. Part#: R7C90A Contract: National IPA Technology Solutions (2018011)	2	7612580	$1,069.13	$2,138.26
HPE - SFP28 transceiver module - 32Gb Fibre Channel Mfg. Part#: Q2P62A Contract: National IPA Technology Solutions (2018011)	4	6928666	$191.13	$764.52
HPE Alletra Storage MP C14 1600W AC Power Supply Mfg. Part#: R7C76A Contract: National IPA Technology Solutions (2018011)	2	7477203	$406.58	$813.16
HPE Alletra Storage MP 7.68TB NVMe Solid State Drive	10	7908747	$2,794.14	$27,941.40

QUOTE DETAILS (CONT.)				
Mfg. Part#: R9H68A Contract: National IPA Technology Solutions (2018011)				
HPE - power cable - power IEC 60320 C13 to IEC 60320 C14 - 4.6 ft Mfg. Part#: R9R52A Contract: National IPA Technology Solutions (2018011)	1	7477187	$0.19	$0.19
HPE - power cable - power IEC 60320 C13 to IEC 60320 C14 - 4.6 ft Mfg. Part#: R9S00A Contract: National IPA Technology Solutions (2018011)	1	7477188	$0.18	$0.18
HPE STG DATA ENCRYPTION LTU Mfg. Part#: S0A98A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7909906	$0.73	$0.73
HPE Alletra Storage MP CDM - bluetooth connect kit Mfg. Part#: S0U79A Contract: National IPA Technology Solutions (2018011)	1	7878304	$27.08	$27.08
HPE GreenLake for Block Storage MP OS - subscription license (5 years) + Su Mfg. Part#: S3Q02AAE Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	77	7947166	$868.23	$66,853.71
SIRIUS ITEM HU4A6A5008W Mfg. Part#: HU4A6A5008W Contract: National IPA Technology Solutions (2018011)	1	7849524	$0.34	$0.34
HPE ALLETRA STORAGE MP 2U CHASSIS Mfg. Part#: HU4A6A5008L Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7477185	$465.96	$465.96
HPE ALLETRA STGMP 16C NODE SUP Mfg. Part#: HU4A6A5008N Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2	7851722	$1,478.58	$2,957.16
HPE ALLETRA STG MP 32 64 4PT FC SUP Mfg. Part#: HU4A6A5008P Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	2	7822374	$207.40	$414.80
SIRIUS ITEM HU4A6A5008T Mfg. Part#: HU4A6A5008T Contract: National IPA Technology Solutions (2018011)	10	7849503	$542.23	$5,422.30
HPE GREENLAKE BLK STRG OS SRTUP SVC Mfg. Part#: HA124A1#VZW Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	7849519	$2,899.45	$2,899.45

QUOTE DETAILS (CONT.)				
HPE GREENLAKE BLK STRG 2N FLD SRTUP Mfg. Part#: HA124A1#VZS Contract: National IPA Technology Solutions (2018011)	1	7849522	$1,998.81	$1,998.81

SUBTOTAL	$302,289.41
SHIPPING	$0.00
SALES TAX	$11,812.53
GRAND TOTAL	**$314,101.94**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF NATIONAL CITY ACCOUNTS PAYABLE 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397 **Phone:** (619) 336-4200 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF NATIONAL CITY RON WILLIAMS 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397 **Phone:** (619) 336-4200 **Shipping Method:** DROP SHIP-COMMON CARRIER
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Brian Clouser | (866) 339-4119 | briaclo@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

City of Mesa, AZ

Contract # 2018011-01

for

Information Technology Solutions and Services

with

CDW Government, LLC

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and CDW Government, LLC., effective March 1, 2018:

I. Executed Contract
II. Mayor and Council Approval
III. Supplier Response
IV. Original RFP

mesa·az
OFFICE OF THE CITY CLERK

COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT	COUNCIL ABSENT	OFFICERS PRESENT
John Giles	None	Christopher Brady
David Luna		Dee Ann Mickelsen
Mark Freeman		Jim Smith
Christopher Glover		
Francisco Heredia		
Kevin Thompson		
Jeremy Whittaker		

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at $88,500, based on estimated usage.

*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at $54,000, based on estimated usage.

*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City’s five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at $502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at $1,435,319.57 annually; Zone 2, at $959,183.45 annually; Zone 3, at $974,364.20 annually; and Zone 4, at $1,221,738.22 annually; based on estimated usage.

*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed $100,000 annually, based on estimated usage.

*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at $50,876.25.

*5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately $500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at $3,100,000 annually, based on estimated usage.

*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at $100,000, based on estimated usage.

*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at $400,000 annually, based on estimated usage.

*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at $146,670.49. This purchase is funded by Local Streets Sales Tax.

*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at $176,764.77. This purchase is funded by Local Streets Sales Tax.

*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at $100,000, based on estimated usage.

*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed $153,000, based on estimated usage.

*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at $35,000, based on estimated usage.

*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of $120,302,333 and authorize a change order allowance $6,015,117 (5%) for a total project amount of $126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is $72,229,521 and is funded by 2014 authorized Wastewater Bonds.

*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of $1,394,294.67, and authorize a change order allowance in the amount of $139,430 (10%), for a total amount of $1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of $149,494, plus an additional $14,949 (10%) as a change order allowance, for a total amount of $164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of $600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.

*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept $1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.

*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.

*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of $100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.

*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated $54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.

*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres). KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

[redacted]

JOHN GILES, MAYOR

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ

ATTEST:

[redacted]

DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

[redacted]

DEE ANN MICKELSEN, CITY CLERK

js



AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

CDW GOVERNMENT LLC, ("Contractor")

Mailing Address	230 N. Milwaukee Ave
	Vernon Hills, IL 60061-9740
Remit Address	75 Remittance Dr, Suite #1515
	Chicago, IL 60675-1515
Attention	Jumana Dihu, Program Manager
E-Mail	jumdihu@cdwg.com
Phone	(312) 547-2495
Fax	(312) 705-9437
Website	www.cdwg.com

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 28th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **CDW GOVERNMENT LLC,** an Illinois limited liability company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order**.** Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. **I**n many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise

stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions (Exhibit C)
      2. Pricing (Exhibit B)
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

   It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

   6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the materials/service including transportation, insurance and

warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable taxes; and
j. Total amount due.

6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City

with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work / Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

15. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: [redacted] Digitally signed by Edward Quedens Location: City of Mesa Business Services Date: 2018.03.02 13:18:03 -07'00'

Printed Name

Title

Date

REVIEWED BY:

By: [redacted]

CDW GOVERNMENT LLC

By: [redacted]

Christina V. Rother
Printed Name

President
Title

March 1, 2018
Date

EXHIBIT A
SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
   a. A full range of information technology solution products and services to meet varying requirements of governmental agencies.
   b. Have a strong national presence as a computer solutions provider.
   c. Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
   d. Have a demonstrated sales presence.
   e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
   f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

   a. Online
   b. Telephone
   c. Fax
   d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including, but not limited to, the following categories:

   a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

   b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services:

i. Services means such as, consulting, technical support, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services.

ii. Cloud Computing means third party cloud computing and storage services, where Contractor acts as a rebiller only and has no control over the delivery of the cloud computing and storage services. City acknowledges that the cloud service provider, and not Contractor, will be responsible for performance of the Cloud Services. Also, before Contractor can sell cloud computing and/or storage services from a third party to the City, City must execute an agreement governing said cloud computing and/or storage services with the third-party cloud services provider.

i. Comprehensive Product Offering: Contractor's catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.

j. Financing: Options available such as lease programs and conditional sales contracts.

4. LICENSES. The City may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), or such other terms as required by manufacturers, software publisher, or cloud service provider.

5. DEFECTIVE PRODUCT. All defective Products shall be replaced and exchanged by the Contractor. The cost of transportation, re-shipping or other like expenses shall be paid by the Contractor and in the case of certain, special orders, other reasonable charges may be paid by the Contractor as defined in the order or as otherwise agreed to by the Parties. All replacement Products must be received by the City within seven (7) days of initial notification, when such products are in Contractor stock; if replacement Product is not in Contractor's stock, Contractor will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the City and will ensure product is received within seven (7) days after Contractor's receipt of the product.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	2.10%	All
		2) Notebooks	2.10%	All
		3) Tablets	2.25%	All
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)	4.00%	All
2)	Group 2 - Input Devices	5) Keyboards	6.75%	All
		6) Mice	6.75%	All
		7) Imaging Scanners	3.00%	All
		8) POS Scanners	3.00%	All
		9) Pointing Devices	3.50%	All
		10) Bar Code Readers	4.25%	All
		11) Audio Input	15.00%	All
		12) Input Adapters	5.00%	All
		13) PC and Network Cameras	5.50%	All
		14) Input Cables	15.00%	All
		15) Input Accessories	6.75%	All
3)	Group 3 - Output Devices	16) Displays	3.50%	All
		17) Printers	3.00%	All
		18) Inkjet Printers	3.00%	All
		19) Inkjet Photo Printers	3.00%	All
		20) Laser Printers	3.00%	All
		21) Label Printers	4.25%	All
		22) Dot Matrix Printers	3.00%	All
		23) Multi-Function Printers	3.00%	All
		24) Wide Format Printers	3.00%	All
		25) Multi-Function Inkjet Printers	3.00%	All
		26) Wide Format Printers	3.00%	All
		27) Fax Machine Printers	3.00%	All
		28) Printer Accessories	3.00%	All
		29) Projectors	3.50%	All
		30) Projector Accessories	3.50%	All
		31) Audio Input	15.00%	All
		32) Video Cards	3.50%	All

		33) Sound Cards	3.50%	All
		34) Output Accessories	6.75%	All
		35) Printer Consumables	3.00%	All
4)	Group 4 - Memory	36) Desktop	13.00%	All
		37) Flash	5.50%	All
		38) Networking	13.00%	All
		39) Notebook	13.00%	All
		40) Printer / Fax	13.00%	All
		41) Server	13.00%	All
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	5.50%	All
		43) Adapters FireWire / USB	5.50%	All
		44) Adapters IDE/ATA/SATA	5.50%	All
		45) Adapters RAID	5.50%	All
		46) Adapters SCSI	5.50%	All
		47) Bridges & Routers	5.50%	All
		48) Disk Arrays	5.50%	All
		49) Disk Arrays JBOD	5.50%	All
		50) Drives Magneto-Optical	5.50%	All
		51) Drives Removable Disks	5.50%	All
		52) Fiber Channel Switches	5.50%	All
		53) Hard Disks - External	5.50%	All
		54) Hard Disks - Fiber Channel	5.50%	All
		55) Hard Disks - IDE/ATA/S	5.50%	All
		56) Hard Disks - Notebook	5.50%	All
		57) Hard Disks - SCSI	5.50%	All
		58) Networking Accessories	5.50%	All
		59) Optical Drives - CD-ROM	5.50%	All
		60) Optical Drives - CD-RW	5.50%	All
		61) Optical Drives - DVD-CD	5.50%	All
		62) Optical Drives - DVD-RW	5.50%	All
		63) Storage Accessories	5.00%	All
		64) Storage - NAS	5.00%	All
		65) Storage - SAN	5.00%	All
		66) Tape Autoloaders -AIT	5.00%	All
		67) Tape Autoloaders - DAT	5.00%	All
		68) Tape Autoloaders - DLT	5.00%	All
		69) Tape Autoloaders - LTO	5.00%	All
		70) Tape Drives - 4mm	5.00%	All

		71) Tape Drives - 8mm/VXA	5.00%	All
		72) Tape Drives - AIT	5.00%	All
		73) Tape Drives - DAT	5.00%	All
		74) Tape Drives - DLT	5.00%	All
		75) Tape Drives - LTO/Ultrium	5.00%	All
		76) Tape Drives SDLT	5.00%	All
		77) Tape Drives - Travan	5.00%	All
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.50%	All
		79) Bridges & Routers	5.50%	All
		80) Gigabit Hubs & Switches	5.50%	All
		81) Concentrators & Multiplexers	5.50%	All
		82) Hardware Firewalls	5.50%	All
		83) Intrusion Detection	5.50%	All
		84) KVM	4.00%	All
		85) Modems	5.50%	All
		86) Network Test Equipment	5.50%	All
		87) Network Adapters	5.50%	All
		88) Network Cables	15.00%	All
		89) Network Accessories	5.50%	All
		90) Repeaters & Transceivers	5.50%	All
		91) Wireless LAN Accessories	5.50%	All
		92) Token Authentication	5.50%	All
		93) 10G Fiber Optic Transceivers	5.50%	All
		94) 1G Fiber Optic Transceivers	5.50%	All
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All
		96) Licensing Backup	4.00%	All
		97) Licensing Barcode/OC	4.00%	All
		98) Licensing Business Application	4.00%	All
		99) Licensing CAD/CAM	4.00%	All
		100) Licensing - Cloning	4.00%	All
		101) Licensing - Computer Services	4.00%	All
		102) Licensee - Database	4.00%	All
		103) Licensing - Development	4.00%	All
		104) Licensing - Entertainment	4.00%	All
		105) Licensing - Financial	4.00%	All
		106) Licensing - Flow Chart	4.00%	All
		107) Licensing - Graphic Design	4.00%	All
		108) Licensing - Handheld	4.00%	All

		109) Licensing - Network OS	4.00%	All
		110) Licensing - OS	4.00%	All
		111) Licensing - Personal Organization	4.00%	All
		112) Licensing - Presentation	4.00%	All
		113) Licensing - Reference	4.00%	All
		114) Licensing - Report Analysis	4.00%	All
		115) Licensing - Spreadsheet	4.00%	All
		116) Licensing - Utilities	4.00%	All
		117) Licensing - Warranties	4.00%	All
		118) Licensing - Web Development	4.00%	All
		119) Licensing - Word Processing	4.00%	All
		120) Software - Backup	4.00%	All
		121) Software - Barcode / OCR	4.00%	All
		122) Software - Business Application	4.00%	All
		123) Software - CAD/CAM	4.00%	All
		124) Software - Cloning	4.00%	All
		125) Software - Computer Services	4.00%	All
		126) Software - Database	4.00%	All
		127) Software - Development	4.00%	All
		128) Software - Entertainment	4.00%	All
		129) Software - Financial	4.00%	All
		130) Software - Flow Chart	4.00%	All
		131) Software - Graphic Design	4.00%	All
		132) Software - Handheld	4.00%	All
		133) Software - OS	4.00%	All
		134) Software - Personal Organization	4.00%	All
		135) Software - Presentation	4.00%	All
		136) Software - Reference	4.00%	All
		137) Software - Report Analysis	4.00%	All
		138) Software - Spreadsheet	4.00%	All
		139) Software - Utilities	4.00%	All
		140) Software - Warranties	4.00%	All
		141) Software - Web Development	4.00%	All
		142) Software - Word Processing	4.00%	All
8)	Group 8 - Media Supplies	143) Media - 4mm tape	5.50%	All
		144) Media - AIT tape	5.50%	All
		145) Media - DAT tape	5.50%	All
		146) Media - DLT tape	5.50%	All

		147) Media LTO / Ultrium tape drive	5.50%	All
		148) Media - Magneto - Optical	5.50%	All
		149) Media - Optical	5.50%	All
		150) Media - SLR tape	5.50%	All
		151) Media - Travan tape	5.50%	All
		152) Media - VXA tape	5.50%	All
		153) Media - zip	5.50%	All
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.25%	All
		155) Video conferencing products	4.25%	All
		156) Voice gateways / servers	4.25%	All
		157) Headsets	4.25%	All
		158) Audio conferencing products	4.25%	All
		159) Analog phones	4.25%	All
		160) Accessories	4.25%	All
10)	Group 10 - Other	161) Advanced Integration	3.00%	All
		162) Asset Disposal	3.00%	All
		163) Asset Management	3.00%	All
		164) Cables	15.00%	All
		165) Cables - custom	15.00%	All
		166) Cables - printer	15.00%	All
		167) Complex warranties	3.00%	All
		168) Desktop Accessories	6.75%	All
		169) Display Accessories	3.50%	All
		170) Electronic Services	3.00%	All
		171) Handheld Accessories	6.75%	All
		172) Imaging Accessories	6.75%	All
		173) Imaging - Camcorders	3.50%	All
		174) Imaging - Digital Cameras	3.50%	All
		175) Internal Lab Service	3.00%	All
		176) Lab fees	3.00%	All
		177) Managed Services	3.00%	All
		178) Miscellaneous solutions	3.00%	All
		179) Mounting hardware for vehicles	2.50%	All
		180) Networking Warranties	3.50%	All
		181) Notebook Accessories	2.50%	All
		182) Notebook Batteries	5.00%	All
		183) PC Lab order services	3.00%	All
		184) POS Accessories	4.25%	All

		185) POS Displays	4.25%	All
		186) Power Accessories	5.00%	All
		187) Power Surge Protection	5.00%	All
		188) Power UPS	5.00%	All
		189) Server Accessories	4.00%	All
		190) Service Charge	2.00%	All
		191) System Components	13.00%	All
		192) Training Courses	3.00%	All
		193) Training Reference Manuals	3.00%	All
		194) Warranties - Electronic	3.00%	All
		195) iPAD / Tablet Stylus	6.75%	All
		196) Mouse / Wrist Pads	6.75%	All
		197) Security Locks and Hardware	6.75%	All
		198) Tools	6.75%	All
		199) Document Scanner Accessories	3.00%	All
		200) Flatbed Scanners	3.00%	All
		201) Mobile Scanners	3.00%	All
		202) Network Scanners	3.00%	All
		203) Sheet fed Scanners	3.00%	All
		204) Wide Format Scanners	3.00%	All
		205) Workgroup / Department Scanner	3.00%	All
		206) Build to Order Desktops	2.10%	All
		207) Nettop	3.00%	All
		208) Point of Sale	4.25%	All
		209) Ultra Small Form Factor	2.10%	All
		210) Apple / Mac Memory Upgrades	13.00%	All
		211) Chips / SIMMs/SIPPs / ROMs	13.00%	All
		212) Computer Cases	13.00%	All
		213) CPUs / Fans	13.00%	All
		214) Memory Accessories	13.00%	All
		215) Motherboards / Chassis	13.00%	All
		216) 1 - 2 port Serial Boards	13.00%	All
		217) 3+ port Serial Boards	13.00%	All
		218) Console Server	4.00%	All
		219) Device Server	4.00%	All
		220) Terminal Server	4.00%	All
		221) Content Management	4.00%	All
		222) Firewall / VPN Appliances	5.50%	All

		223) Multifunction Security Appliances	5.50%	All
		224) Network Camera Accessories	5.50%	All
		225) Network Cameras	5.50%	All
		226) Physical/Environmental Security	5.50%	All
		227) Security Appliance Accessories	5.50%	All
		228) Security Tokens	5.50%	All
		229) Unified Threat Management	5.50%	All
		230) 2-way Radios / Walkie Talkies	6.75%	All
		231) Apple Notebooks	2.50%	All
		232) Convertible PCs / Slate PCs / iPAD	2.25%	All
		233) iPAD	2.25%	All
		234) Slate Tablet Computers	2.25%	All
		235) GPS / PDA	6.75%	All
		236) Wireless Communication Devices	2.50%	All
		237) Batteries	5.00%	All
		238) Power Supplies / Adapters	5.00%	All
		239) Rackmountain Equipment	5.00%	All
		240) Remote Power Management	5.00%	All
		241) Surge Suppressors	5.00%	All
		242) UPS / Battery Backup	5.00%	All
		243) 14" & smaller LCD Display	3.50%	All
		244) 15-19" LCD Display	3.50%	All
		245) 15-19" Wide LCD Display	3.50%	All
		246) 15-19" Wide LED Display	3.50%	All
		247) 20-30" LCD Display	3.50%	All
		248) 20-30" Wide LCD Display	3.50%	All
		249) 20-30" Wide LED Display	3.50%	All
		250) PCoIP and Zero Client Displays	3.50%	All
		251) Arm Mounts	3.50%	All
		252) Ceiling Mounts	3.50%	All
		253) Combo Mounts	3.50%	All
		254) Desktop Stands / Risers	3.50%	All
		255) Flat Wall Mounts	3.50%	All
		256) Mount Accessories	3.50%	All
		257) Pole Display	4.25%	All
		258) Stands / Carts / Feet	3.50%	All
		259) Tilt Wall Mounts	3.50%	All

EXHIBIT B
PRICING

		260) C-Cure Products	4.00%	All
		261) Istar Products	5.50%	All
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**
		Design and Analysis	Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services.	
		Configuration		%
		Implementation		%
		Installation		%
		Training		%
		Maintenance & Support		%
		CDW Configuration Services		5%
12)	Group 12 - Additional Products/Services Not Identified	Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services.		
		Apple Products for eligible Government and Educational Entities		0.50%

CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, **CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at** www.cdwg.com.

CDW•G Product Tree Categories	Discount
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
PC Compatible Desktop Computer	2.10%
PC Compatible Workstation	3.00%
Blade PCs	3.00%
RISC Processor Workstation	3.00%
Thin Clients	3.00%
Web TV Access Unit	3.00%

EXHIBIT B
PRICING

Windows Based Terminals	3.00%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Notebook Accessories	2.50%
Wireless Communication Devices	2.50%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%
Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.

EXHIBIT B
PRICING

CDW•G Professional Services Offering

Major Metro Service Areas

Washington, DC	Raleigh	Madison
New York City Metro	Houston	Wausau
Los Angeles	Tampa	Milwaukee
San Francisco	Atlanta	Appleton
San Diego	National	Grand Rapids
Boston Metro	Dallas	Indianapolis
Chicago	Cincinnati	Cleveland
Federal	Detroit	
Philadelphia	Minneapolis	
Seattle	St. Louis/KC	
	Denver	
	Nashville	
	Portland	

Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.

Solution Domain	Discipline	Technology Domain	Role
Datacenter	Storage	Data Migration	Senior Consulting Engineer
		EMC	Senior Consulting Engineer
		IBM	Senior Consulting Engineer
		VMWare	Senior Consulting Engineer
		NetApp	Senior Consulting Engineer
Datacenter	Networking & Enterprise Networking	Infrastructure & Networking	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Mobility	Client Management	Client Virtualization Endpoint Management Mobile Device Management	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
	VDI	Citrix	Senior Consulting Engineer
Security	Network Security	Network Security	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead

EXHIBIT B
PRICING

Security	Information Security	Information Security	Penetration Testing
			Gap Analysis (HIPAA gap, PCI Gap, NIST)
Collaboration	Communication	Voice, Video Collaboration	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Collaboration	Engagement	Contact Center	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Collaboration	Productivity	Information Worker	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Consulting Advisory Services	Consulting Advisory Services	Consulting Advisory Services	CAS_Business_Analyst
			CAS_Consulting_Services_Architect
			CAS_Engagement_Manager
			CAS_Technology_Architect
			CAS_Business_Architect
Project & Program Management	Project & Program Management	Project & Program Management	Project Admin
			Project Manager
			Senior Project Manager
			Program Manager

CDW•G Configuration Services

Service Group	EDC	Description	Advertised Price	Contract Discount	Contract Ceiling Price
Hardware Configurations and Priority Service					
Priority	1625768	PRIORITY SERVICE	$ 21.99	5%	$ 20.89
Hardware	1706188	CDW Hardware Install for Server	$ 32.99	5%	$ 31.34
Hardware	1706189	CDW Hardware Install for DT-LT	$ 17.99	5%	$ 17.09
Hardware	1820627	CDW Hardware Install for Netcom	$ 22.99	5%	$ 21.84
Hardware	3558560	CDW MOBILE DEVICE SIM CARD INSTALL	$ 9.99	5%	$ 9.49
Hardware	2437037	CDW RACK CONFIG 1 CREDIT	$ 82.99	5%	$ 78.84
Hardware	3803338	CDW HARDWARE INSTALL FOR PRINTER	$ 32.99	5%	$ 31.34
Asset Tagging					
Asset Tags	322170	CDW ASSET TAGS NO INSTALL MAIL ONLY	$ 0.98	5%	$ 0.93
Asset Tags	338519	CDW ASSET TAG W/O INSTALL	$ 9.99	5%	$ 9.49
Asset Tags	338521	CUSTOMER ASSET TAG CONFIG SERVICE	$ 9.99	5%	$ 9.49
Asset Tags	500814	CDW CREATE CUSTOM TAG/LABEL	$ 29.99	5%	$ 28.49
Asset Tags	500815	BASIC CUSTOM TAG	$ 9.99	5%	$ 9.49
Asset Tags	500817	INTERMEDIATE CUSTOM TAG	$ 17.99	5%	$ 17.09

EXHIBIT B
PRICING

Asset Tags	500818	ADVANCED CUSTOM TAG	$ 22.99	5%	$	21.84
Asset Tags	537315	CDW CREATED CUSTOM TAG – MAIL ONLY	$ 1.22	5%	$	1.16
Asset Tags	955862	CDWG UID TAG/LABEL	$ 9.99	5%	$	9.49
Asset Tags	1095109	CDW RFID TAG	$ 61.99	5%	$	58.89
Asset Tags	3465262	BASIC CUSTOM TAG W/BOX DUP TAG	$ 10.99	5%	$	10.44
Asset Tags	3465269	CUSTOMER ASSET TAG W/BOX DUP REQ6330	$ 10.99	5%	$	10.44
Asset Tags	4347185	CUSTOMER ASSET TAG W BOX DUP REQ6247	$ 12.99	5%	$	12.34
Asset Tags	3465895	INTERMEDIATE CUSTM TAG W-BOX DUP TAG	$ 21.99	5%	$	20.89
Asset Tags	3982815	ADV CUSTOM TAG W/BOX DUP	$ 24.99	5%	$	23.74
		Configuration Service Bundles				
Bundle	2342089	CDW HW IMAGE CDW ASSET TAG-REQ1173	$ 45.99	5%	$	43.69
Bundle	2342092	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	$ 52.99	5%	$	50.34
Bundle	2342096	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	$ 52.99	5%	$	50.34
Bundle	2342098	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	$ 46.99	5%	$	44.64
Bundle	2342102	CDW IMAGE CDW ASSET TAG PRI-REQ1177	$ 39.99	5%	$	37.99
Bundle	2342106	CDW HW IMAGE PRIORITY-REQ1178	$ 53.99	5%	$	51.29
Bundle	2423730	CDW HW IMAGE CDW ASSET PRI-REQ1193	$ 53.99	5%	$	51.29
Bundle	2423732	CDW HW IMG BSC CSTM TAG PRI-REQ1194	$ 59.99	5%	$	56.99
Bundle	2423734	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	$ 59.99	5%	$	56.99
Bundle	2426793	CDW IMAGE CUSTMER ASSET TAG-REQ1197	$ 39.99	5%	$	37.99
Bundle	2426795	CDW IMAGE CDW ASSET TAG-REQ1198	$ 32.99	5%	$	31.34
Bundle	2426798	CDW HARDWARE IMAGE DEPLOY-REQ1199	$ 45.99	5%	$	43.69
Bundle	2853723	CDW IMAGE BASIC CUSTOM TAG-REQ1324	$ 39.99	5%	$	37.99
Bundle	2853726	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	$ 39.99	5%	$	37.99
Bundle	3269810	CDW HW IMG INTRM TAG CMPTRAC REQ1901	$ 63.99	5%	$	60.79
Bundle	3327808	CDW LIGHT TOUCH IMAGE DEPLOY W-VPN	$ 42.99	5%	$	40.84
Bundle	4008018	LEVEL 1 IOS\ETCH INSERT REQ 5075	$ 39.99	5%	$	37.99
Bundle	4008025	LEVEL 1 IOS\ETCH REQ 5076	$ 33.99	5%	$	32.29
Bundle	4041681	IOS LVL1 & SRVC CUST INSERT REQ5156	$ 28.99	5%	$	27.54
Bundle	4056755	INT CUST TAG&DUP + DATA CAP CONTRACT	$ 21.99	5%	$	20.89
Bundle	4086733	CDW LT IMAGE DEPLOY W/VPN&BOX LABEL	$ 44.99	5%	$	42.74
Bundle	4171085	COI SPECOPS & PROJECTMANGEMENT R5611	$ 569.99	5%	$	541.49
		Diagnostics				
Diagnostics	214266	CDW BURN IN 12 HOURS	$ 21.99	5%	$	20.89
		Imaging				
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	$ 113.99	5%	$	108.29
Imaging	247489	HILL ROM CREATE CUSTOM RESTORE CD	$ 49.99	5%	$	47.49
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	283926	CDW MASTER IMAGE CREATION CREDIT	$ 183.99	5%	$	174.79
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	$ 17.99	5%	$	17.09
Imaging	534223	CDW STANDARD IMAGE DEPLOYMENT DT/NB	$ 32.99	5%	$	31.34
Imaging	763587	FLASH DRIVE IMAGING	$ 9.99	5%	$	9.49
Imaging	763593	CDW USB RESTORE UPTO 16GB	$ 39.99	5%	$	37.99
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	$ 31.99	5%	$	30.39
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	$ 113.99	5%	$	108.29
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	2691836	CDW ZERO TOUCH IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	2798606	CDW IMAGE MODEL MIGRATION CREDIT	$ 113.99	5%	$	108.29

EXHIBIT B
PRICING

Imaging	2869570	CDW USB RESTORE UPTO 32GB	$ 52.99	5%	$	50.34
Imaging	3652393	CDW CREATE CUSTOM RECOVERY PARTITION	$ 353.99	5%	$	336.29
Imaging	3765107	SERVER RACKING ADV IMAGING SVC	$ 219.99	5%	$	208.99
Imaging	3982809	CDW USB RESTORE SVC UPTO 64GB	$ 63.99	5%	$	60.79
Imaging	4008336	CHROME WHITE GLOVE SERVICE TIER1	$ 22.93	5%	$	21.78
Imaging	4008354	CHROME WHITE GLOVE SERVICE TIER2	$ 24.93	5%	$	23.68
Imaging	4419882	CHROME UNMANAGED KIOSK APP INSTALL	$ 28.92	5%	$	27.47
Imaging	4086723	CDW IMAGE DEPLOY W BOX LABEL REQ6281	$ 33.99	5%	$	32.29
Imaging	4086738	CDW SCCM SRV-ZERO TOUCH W/BOX LABEL	$ 33.99	5%	$	32.29
Laser Etching / Color Branding						
Laser Etching	1461344	CDW LASER ETCHING-TIER 1 STATIC SML	$ 11.00	5%	$	10.45
Laser Etching	2815190	CDW LASER ETCHING-TIER 2 STATIC LRG	$ 15.00	5%	$	14.25
Laser Etching	2815191	CDW LASER ETCHING-TIER 3 DYNAMIC	$ 22.00	5%	$	20.90
Color Branding	3223260	CDW COLOR BRANDING TEMPLATE	$ -	5%	$	-
Color Branding	4100630	CDW COLOR BRANDING TIER 1	$ 15.00	5%	$	14.25
Color Branding	3223250	CDW COLOR BRANDING TIER 2	$ 22.00	5%	$	20.90
Color Branding	3436605	CDW COLOR BRANDING TIER 3	$ 30.00	5%	$	28.50
Mobile Carts						
Mobile Carts	4466480	CDW CHROMEBOOK WIRE CART CONFIG	$ 120.00	5%	$	114.00
Netcom						
Netcom	311718	CDW NETWORK & SECURITY DEVICE CONFIG	$ 40.00	5%	$	38.00
Netcom	1550455	CDW NETWORK & SEC CHASSIS CONFIG BUN	$ 100.00	5%	$	95.00
Netcom	1550460	CDW NETWORK & SEC DEVICE CONFIG BUN	$ 65.00	5%	$	61.75
Netcom	2394839	CDW NETWORK & SEC CHASSIS CONFIG	$ 70.00	5%	$	66.50
Netcom	2432019	CDW VPN DOMAIN JOIN ONLY	$ 8.00	5%	$	7.60
Netcom	3628500	CDW VPN DOMAIN JOIN ONLY-PCA	$ 8.00	5%	$	7.60
Netcom	3651585	CDW AP/ENDPOINT PROVISIONING	$ 30.00	5%	$	28.50
Netcom	4121801	CDW AP/ENDPOINT FIRMWARE UPDATE	$ 16.00	5%	$	15.20
Netcom	4219966	CDW CLIENT VPN CONFIGURATION	$ 12.00	5%	$	11.40
Other						
Other	504311	CDW HP ILO ACTIVATION	$ 12.00	5%	$	11.40
Other	872360	CDW SYSTEM BIOS/FIRMWARE UPG	$ 16.00	5%	$	15.20
Other	1197175	CDW CUSTOM IP CONFIGURATION	$ 12.00	5%	$	11.40
Other	1197180	CDW BIOS CUSTOMIZATION	$ 5.00	5%	$	4.75
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	$ 5.00	5%	$	4.75
Other	1369904	CDW DDS / COMPUTRACE ACTIVATION	$ 5.00	5%	$	4.75
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	$ 5.00	5%	$	4.75
Other	1713539	CDW SPECIAL CONFIG REQ - 1 CREDIT	$ 5.00	5%	$	4.75
Other	1713542	CDW SPECIAL CONFIG REQ - 6 CREDITS	$ 30.00	5%	$	28.50
Other	1713544	CDW SPECIAL CONFIG REQ - 12 CREDITS	$ 60.00	5%	$	57.00
Other	2366694	CDW APPLE IOS CUSTOMIZATION LVL 1	$ 15.00	5%	$	14.25
Other	2366709	CDW APPLE IOS CUSTOMIZATION LVL 2	$ 30.00	5%	$	28.50
Other	2613286	CDW ANDROID CUSTOMIZATION LVL 1	$15.00	5%	$	14.25
Other	2613287	CDW ANDROID CUSTOMIZATION LVL 2	$ 30.00	5%	$	28.50
Other	2671476	CDW SCREEN OVERLAY INSTALL SERVICE	$ 8.00	5%	$	7.60
Other	2696504	CDW Hard Drive Data Encryption DT/NB	$ 12.00	5%	$	11.40
Other	2828923	CDW SAS RAID Activation	$ 12.00	5%	$	11.40
Other	2858009	CDW KINDLE AD REMOVAL REQ1329	$ 30.00	5%	$	28.50

EXHIBIT B
PRICING

Other	3553290	CDW APPLE ID CREATION	$ 5.00	5%	$	4.75
Other	3899153	CDW VPRO BASIC ACTIVATION REQ4717	$ 5.00	5%	$	4.75
Other	4248044	CDW LENOVO IMM ACTIVATION	$ 12.00	5%	$	11.40
Other	4176320	CDW ASSET MGMNT UPDATE SVC REQ 5634	$ 1.25	5%	$	1.19
Software						
Software	76056	CDW APPLICATION INSTALL DT/NB	$ 36.00	5%	$	34.20
Software	76980	CDW NETWORK OPERATING SYSTEM INSTALL	$ 200.00	5%	$	190.00
Software	346243	CDW STD WINDOWS CLIENT OS INSTALL	$ 90.00	5%	$	85.50
Software	931000	CDW NETWORK APPLICATION INSTALL	$ 100.00	5%	$	95.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	$ 22.00	5%	$	20.90
Software	1278296	CDW OEM MFG OS INSTALLATION	$ 90.00	5%	$	85.50
Software	1291101	CDW LINUX INSTALLATION OS-ALL VERS	$ 120.00	5%	$	114.00
Software	1550439	SUN SOLARIS INSTALLATION – ALL VERSIONS	$ 200.00	5%	$	190.00
Software	1550447	VMWARE INSTALLATION – ALL VERSIONS	$ 70.00	5%	$	66.50
Software	3803347	CDW SOFTWARE CONFIG FOR PRINTER	$ 24.00	5%	$	22.80
Software	3982800	CDW HDD OS SWAP SVC REQ5012	$ 36.00	5%	$	34.20
Configuration Project Management / COI						
Proj. Mgmt	3110955	CDW CONFIG PROJECT COORD HRLY CREDIT	$ 75.00	5%	$	71.25
Proj. Mgmt	4289890	CDW CONFIG PM 150 HRLY CHARGE	$ 150.00	5%	$	142.50
Proj. Mgmt	3536706	CDW COI PROJ COORD /OPS COST	$ 5,000.00	5%	$	4,750.00
Proj. Mgmt	3543509	CDW CONFIG PROJECT COORD CREDIT/UNIT	$ 5.00	5%	$	4.75
Proj. Mgmt	3752290	CDW PROJ MNGMNT CONFIG AP SVC	$ 7.00	5%	$	6.65
Proj. Mgmt	4086747	CONFIGS SERVICES PROJ MGMT(PER UNIT)	$ 1.00	5%	$	0.95
Proj. Mgmt	4087191	CONFIGS SERVICES PROJ MGMT(PER UNIT)	$ 0.50	5%	$	0.48
COI	3268855	CDW CONFIG PROJECT COORD COI SVC	$ 300.00	5%	$	285.00
COI	3561536	COI OPS PALLET RECEIVING/PROCESSING	$ 480.00	5%	$	456.00
COI	4439488	COI OPS PALLET/MONTH REC/PRO	$ 40.00	5%	$	38.00
COI	3659769	CDW COI OPERATIONAL EXPENSE WITH SN	$ 10.00	5%	$	9.50
COI	3827583	COI TEMP TAG NO INSTALL E-MAIL	$ 10.00	5%	$	9.50

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

   iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or

further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

    d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.

    a. Manufacturer's Warranty. The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED,

RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

b. Services Warranty. City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.

c. Third Party Services Warranty. In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.**

a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The forgoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

mesa az

Contract Title: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES
Contract Number: 2018011
Amendment Number: 1
Description of Change: Amendment to incorporate the below "Federal Certifications" document with the Contract.

Effective Date of Change: 8/7/2018

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

CDW GOVERNMENT, LLC.:

[redacted]
Signature

Christina V. Rother
Printed Name

9-4-18
Date

City of Mesa:

[redacted]
Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services Department, email=ed.quedens@mesaaz.gov, c=US
Location: City of Mesa
Date: 2018.09.12 07:32:25 -07'00'
Adobe Acrobat version: 2018.009.20050
Sign

City Manager Designee

Date

Reviewed by:

[redacted]
Signature

Matt Bauer
Printed Name

9/12/2018
Date

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES [redacted] Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES [redacted] Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES [redacted] Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES [redacted] _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview

and discussion relating to such documents.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ [redacted] _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: CDW Government, LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Ave, Vernon Hills, IL 60061-9740

Phone Number: 866.339.9816 Fax Number: _____

Printed Name and Title of Authorized Representative: Christina V. Rother

Email Address: psp@cdwg.com

Signature of Authorized Representative: [redacted] Date: 9-4-18

mesa·az

CONTRACT AMENDMENT

Contract Title: Information Technology Solutions
Contract Number: 2018011 **MA Number:** 19000009
Amendment Number: Two (2)
Description of Change: Contract renewal. Term of contract March 1, 2023 through February 28, 2025.

Effective Date of Change: March 1, 2023

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

CDW Government LLC:

[redacted]

Signature

Robert F. Kirby, President

Printed Name

05/25/2022

Date

City of Mesa:

[redacted]

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2022.05.26 06:07:49 -07'00'
Adobe Acrobat version: 2022.001.20117

Signature

City Manager Designee

Date

Reviewed by:

[redacted]

Ted Stallings, Procurement Officer II

mesa·az

CONTRACT AMENDMENT

Contract Title: Information Technology Solutions
Contractor: CDW Government LLC

Contract Number: 2018011
Amendment Number: Three (3)

Services Clarification:

1. Group 11 – Amending Group 11 to clarify Professional Services to include all services such as IT Staff Augmentation, IT Advisory Services, IT Professional Services (Badged/Non-Badged Services), Managed Services and Support Services.

2. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

Effective Date of Change: January 5, 2023

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

CDW Government, LLC.:

[redacted]
Signature

Anup V Sreedharan
Printed Name

Jan 9, 2023
Date

City of Mesa:

[redacted]
Signature

Edward Quedens
City Manager Designee

1/16/23 15:01 EST
Date

Reviewed by:

[redacted]
Ted Stallings, Procurement Officer II

TERM CONTRACT RENEWAL WORKSHEET

Contract #: 2018011 **Contract Title:** Information Technology Solutions

Contractor(s) Name: CDW Government LLC, SHI International Corp

Expiration Date: 3/1/2025 Requested Renewal Term: Six Months

Original Award Amount: $6,000,000.00 (no new spend required)

Requested Contract Renewal Amount: $6,000,000.00

Is the vendor willing to renew at last year's prices? Yes

Please identify why you believe renewing is in the City's best interest to do:

- Contracts extended at the request of OMNIA and Government Agencies.
- Contractors continue to meet expectations and requirements.
- Good contractor performance over the term of the agreement.
- Contractor(s) invoicing accurate and timely.
- These contracts continue to be advantageous to the City and it is in the City's best interest to approve the use of the contracts.
- Financial considerations:
  - These contracts are part of OMNIA's cooperative contracts available to all agencies in the US.
  - The City Purchasing Division receives an annual rebate check for all purchases made from all agencies that utilize the contract.
  - Omnia asked if we could renew early to satisfy the requirements of some other agencies who use the contact.

Ted Stallings 5/29/24 08:52 MST

I concur, Procurement Officer

Kristy Garcia 5/29/24 09:04 MST

I concur, Procurement Administrator

For Administrative Renewals Only

Edward Quedens 5/29/24 09:23 MST

I Approve, Chief Procurement Officer

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.26.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGBACK ONTO THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA) TECHNICAL SOLUTIONS CONTRACT #2018011 WITH CDWG LLC TO PURCHASE ENTERPRISE STORAGE SYSTEM HARDWARE, SOFTWARE, AND RELATED SERVICES FOR AN AMOUNT NOT-TO-EXCEED $314,101.94.

WHEREAS, the Enterprise Storage System (ESS) storage array repositories host application server platforms running the City's essential information systems applications (email, financials, intranet, city records management, permitting, GIS, law enforcement records management and report writing, legal case management, computer aided dispatch, etc.), is approaching end of life and needs to be upgraded; and

WHEREAS, the City of National City has an opportunity to piggyback onto the NIPA contract #2018011 with CDWG LLC to procure ESS information technology hardware, software and related services; and

WHEREAS, Section 2.26.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that NIPA contract #218011 with CDWG LLC was competitively bid through a Request for Proposals (RFP) process, and that the NIPA procurement procedures are in substantial compliance with those of National City; and

WHEREAS, the City desires to purchase Enterprise Storage System, hardware, software and related services from CDWG LLC per quote attached to the Agenda Report as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto NIPA contract #2018011 with CDWG LLC for the purchase of Enterprise Storage System, hardware, software and related services in a not-to-exceed amount of $314,101.94.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
First Amendment to the Agreement with Neri Landscape Architecture for On-Call Consulting Services for the City's Capital Improvement Program (CIP)

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with Neri Landscape Architecture to Extend the Agreement by One-Year to September 6, 2025."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center to encourage local participation, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline.

On September 7, 2021, City Council adopted Resolution No. 2021-119 approving an Agreement with Neri Landscape Architecture to provide on-call support services for National City's Capital Improvement Program (CIP), including but not limited to, landscape architecture (including urban planning and design) based on the strength of their SOQ, interview, and past performance. The original Agreement was for a not-to-exceed amount of $2,000,000 and a term of three years, with the option to extend for two one-year extensions.

Based on the consultant's performance and quality of work, increased staffing demands, and to ensure timely completion of capital projects, staff recommends executing a First Amendment to extend the Agreement with Neri Landscape Architecture by one year to September 6, 2025 with no change to the amount of the agreement. As of September 2024, expenditures and encumbrances under the agreement total $652,084.

FINANCIAL STATEMENT:
Funding appropriated through CIP process.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – First Amendment
Exhibit B – Resolution

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NERI LANDSCAPE ARCHITECTURE

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 7TH day of September, 2024, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and NERI LANDSCAPE ARCHITECTURE, a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2021-119 approving an agreement with the CONSULTANT for the term of September 7, 2021 through September 6, 2024 (the "Agreement"), wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, landscape architecture (including urban planning and design), for a not-to-exceed amount of $2,000,000, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIP projects, the CITY desires to have the CONSULTANT continue providing such services, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by exercising the first of the two (2) one-year extensions to extend the term of the Agreement to September 6, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 7, 2021 Agreement, in exercise of the extension provision, is hereby amended to extend the term of the Agreement by one (1) year to September 6, 2025.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 7, 2021 Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

NERI LANDSCAPE ARCHITECTURE
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: [redacted]
(Name)

James Neri
(Print)

President
(Title)

By: [redacted]

Wendy Neri
(Print)

Secretary
(Title)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH NERI LANDSCAPE ARCHITECTURE TO EXTEND THE AGREEMENT BY ONE-YEAR TO SEPTEMBER 6, 2025.

WHEREAS, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services, housing and real estate development services, and environmental compliance services on May 1, 2019; and

WHEREAS, on September 7, 2021, the City of National City ("City") entered into an agreement (the "Agreement") with Neri Landscape Architecture to provide on-call support services for the City's Capital Improvement Program ("CIP") including, but not limited to, landscape architecture (including urban planning and design) for a not-to-exceed amount of $2,000,000, with an initial term of three (3) years, with the option to extend for up to two (2) one-year extensions; and

WHEREAS, based on their performance and quality of work, expiring Agreement, increased staffing demands, and to ensure timely completion of CIPs, staff recommends approval of a First Amendment to extend the Agreement with Neri Landscape Architecture by one (1) year to September 6, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute a First Amendment to the agreement with Neri Landscape Architecture to extend the agreement by one year to September 6, 2025.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Community Development**
Prepared by: **Angelita Palma, Housing Manager**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
First Amendment to the Housing Consultant Agreement with Keyser Marston Associates, Inc.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the Board of the Community Development Commission-Housing Authority of the City of National City, California, Authorizing the Executive Director to Execute the First Amendment to the Consultant Agreement with Keyser Marston Associates, Inc. to Increase the Not-To-Exceed to $455,000, and Authorize the Establishment of an Appropriation in the Amount of $425,000 in the Housing Authority Fund with a Corresponding Revenue Budget Based on Housing Acceleration Program ("HAP") 2.0 Grant Funds."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
City Council Resolution 2023-111
CDC Resolution 2024-93

EXPLANATION:

Background | The Community Development Commission-Housing Authority of the City of National City ("CDC-HA") released a request for qualifications ("RFQ") for on-call consulting services related to affordable and market-rate housing developments, transaction structuring, financing sources, and policy development and evaluation on May 2, 2024. The CDC-HA received four responses, each specializing in different disciplines. The RFQs were evaluated, and CDC-HA entered into a consultant agreement ("Agreement") with Keyser Marston Associates, Inc. (KMA) for a not-to-exceed amount of $100,000 on June 18, 2024 through CDC Resolution 2024-93. Thirty-thousand dollars ($30,000) of the agreement was expended on housing consultant services.

HAP 2.0 Grant Funds | On August 3, 2023, staff submitted the Housing Acceleration Program 2.0 ("HAP 2.0") grant application to SANDAG to conduct site assessments on City-owned land for homeownership development ("Project"). A Notice of Intent to Award by SANDAG was provided to the City of National City ("City") in late 2023. Due to the proposed fiscal year 2024-2025 California State Budget reductions, a letter from SANDAG executive staff on 2/14/2024 notified the City that there may be a reduction in the HAP 2.0 grant funding and that the program was paused until further notice. In July 2024, SANDAG notified the City that it would receive the full grant award of $450,000, $25,000 of which to cover staff costs. A Notice to Proceed with the use of grant funds was provided in August 2024. The grant funds were previously accepted through City Council Resolution 2023-111.

KMA Amendment No. 1 | The proposed First Amendment to the KMA Agreement covers the cost of the increased scope of services from the original contract amount of $100,000, of which

$30,000 was expended by adding the HAP 2.0 grant funding of $425,000 to a new total not-to-exceed amount of $455,000. KMA's proposed scope of services for the grant funds includes a homeownership program assessment, individual site assessments, market assessments, and feasibility analyses. The HAP 2.0 Project will ultimately function as a tool to help prepare and release a Request for Proposals for homeownership development on City-owned property collectively known as "Own National City." Pending City Council approval, the results of the study will be released early next year.

FINANCIAL STATEMENT:

The First Amendment will increase the agreement with KMA by $425,000 based on the HAP 2.0 grant. Budget adjustments will be made in the Housing Authority Fund as follows:

Revenue account: 501-50-51-51600-3463- Other State Grants: $425,000
Expenditure account: 501-50-51-51600-7213- Professional Services: $425,000

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – KMA Agreement Amendment No. 1
Exhibit B - Resolution

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
AND
KEYSER MARSTON ASSOCIATES, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into by and between the COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, a municipal corporation ("CDC-HA"), and KEYSER MARSTON ASSOCIATES, INC, a California Corporation ("CONSULTANT").

RECITALS

WHEREAS, the CDC-HA and the CONSULTANT entered into an Agreement on June 18, 2024 ("Agreement"), wherein the CONSULTANT agreed to provide consulting services related to affordable and market-rate housing developments, transaction structuring, financing sources, and policy development and evaluation services, for a not-to-exceed amount of $100,000, and through June 30, 2027, with the option to extend this term for up three (3) one-year extensions; and

WHEREAS, the parties desire to amend the Agreement to use the Housing Acceleration Program 2.0 ("HAP 2.0") grant award of $425,000 to cover the cost of providing the increased scope of services for a new total not-to-exceed amount of $455,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. June 18, 2024 Agreement is hereby amended to cover the cost of the increased scope of services from the original contract amount of $100,000 to a new total not-to-exceed amount of $455,000.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the June 18, 2024 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year written below.

[*Signature Page to Follow*]

COMMUNITY DEVELOPMENT COMMISSION– HOUSING AUTHORITY OF THE NATIONAL CITY

By: _____
Benjamin A. Martinez, CDC-HA Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
CDC-HA Attorney

Date: _____

KEYSER MARSTON ASSOCIATES, INC
(Corporation – signatures of two corporate officers required) *(Partnership or Sole proprietorship – one signature)*

By: [redacted]
Paul C. Marra
Vice President, Managing Principal

Date: 10/8/24

By: [redacted]
Linnie A. Gavino
Vice President, Principal

Date: 10/9/24

RESOLUTION NO. 2024-

RESOLUTION OF THE BOARD OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE CONSULTANT AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. TO INCREASE THE NOT-TO-EXCEED TO $455,000 AND AUTHORIZE THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF $425,000 IN THE HOUSING AUTHORITY FUND WITH A CORRESPONDING REVENUE BUDGET BASED ON HOUSING ACCELERATION PROGRAM ("HAP") 2.0 GRANT FUNDS

WHEREAS, the Community Development Commission-Housing Authority of the City of National City (CDC-HA) released a request for qualifications (RFQ) for on-call consulting services related to affordable and market-rate housing developments, transaction structuring, financing sources, and policy development and evaluation on May 2, 2024; and

WHEREAS, staff identified Keyser Marston Associates, Inc. (KMA), a multi-disciplined real estate and economic consulting firm, as qualified by experience and ability to perform the services listed in the RFQ; and

WHEREAS, the CDC-HA entered into a consultant agreement ("Agreement") with KMA on June 18, 2024 through CDC Resolution 2024-93 for a not-to-exceed amount of $100,000; and

WHEREAS, the City received the full HAP 2.0 grant award of $450,000, $25,000 of which cover staff costs; and

WHEREAS, the CDC-HA desires to amend the KMA Agreement to increase the not-to-exceed amount of the existing Agreement to $455,000 due to acceptance of the HAP 2.0 grant funding.

NOW, THEREFORE, THE BOARD OF THE COMMUNITY DEVELOPMENT COMMISSION–HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: The CDC-HA hereby authorizes the Executive Director or his designee to execute the First Amendment to the Agreement with Keyser Marston Associates, Inc., to increase the not-to-exceed amount to $455,000, and authorize the establishment of an appropriation in the amount of $425,000 in the Housing Authority Fund with a corresponding revenue budget based on HAP 2.0 grant funds.

Section 2: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Housing Authority**
Prepared by: **Angelita Palma, Housing Manager**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Kimball Highland Project Public Access Easement for Pedestrian and Vehicular Access

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Public Access Easement for Pedestrian and Vehicular Access Agreement by and Between the City of National City, D Avenue Housing Associates, L.P., and Kimball Tower Housing Associates L.P."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:

Introduction
The Kimball Highland Master Plan Project ("Project") consists of 145 units of affordable housing and a new Kimball Senior Center, San Ysidro Health PACE Center and Health Clinic. This Project is intended to provide walkability and improve connectivity for the entire community to Kimball Park, adjacent neighborhoods, commercial spaces, and the public transportation corridor along Highland Avenue accessing businesses and restaurants.

A public paseo for pedestrians and vehicles was included in the Project in the form of a public access easement to provide better pedestrian and vehicular access to "E" Street, the new San Ysidro Health Clinic at the east end of Kimball Way, Kimball Park, new Kimball Senior Center and other neighborhood amenities. The Public Access Easement for Pedestrian and Vehicular Access Agreement (Exhibit "A") describes the section of land and parties involved.

Agreement
D Avenue Housing Associates, L.P. ("D Avenue Housing") and Kimball Tower Housing Associates, L.P. ("Kimball Housing") propose to grant to the City of National City ("City") a non-exclusive easement for the purpose of pedestrian and vehicular ingress to, egress from, and access thereto and other incidental uses over the portion of the property as described in Public Access Easement For Pedestrian and Vehicular Access Agreement ("Agreement") Exhibits "C" and "D," respectively (collectively, the "Easement"). This Easement will begin upon a fully executed Agreement and run-in perpetuity unless terminated by D Avenue Housing, Kimball Housing, and City in writing.

D Avenue Housing desires to offer to City a dedication of a non-exclusive public easement for pedestrian and vehicular access and other incidental uses in the strip of land sketch shown in the Agreement Exhibit "C."

Kimball Housing desires to offer to City a dedication of a non-exclusive public easement for pedestrian and vehicular access and other incidental uses in the strip of land sketch shown in the Agreement Exhibit “D.”

D Avenue Housing will maintain, at D Avenue Housing’s expense, the Easement. D Avenue Housing shall be responsible for the maintenance of the sidewalk, any planting, railing, lighting installations, or other types of roadside development for the benefit of or control of pedestrian and vehicular traffic, such as guide and regulatory signs, and removal of graffiti and debris.

Background
D Avenue Housing is the owner of a leasehold interest in certain real property more described in the Agreement Exhibit “A.” The Community Development Commission–Housing Authority of the City of National City (“CDC-HA”) is the owner of the fee interest in the land underlying the D Avenue Housing Property.

Kimball Housing is the owner of a leasehold interest of certain real property described in the Agreement Exhibit “B”. CDC-HA is the owner of the fee interest in the land underlying the Kimball Housing Property.

FINANCIAL STATEMENT:
There is no fiscal impact associated with this agenda item.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Agreement
Exhibit B – Resolution

RECORDED REQUESTED BY:

City of National City
1243 National City Boulevard
National City, CA 91950
Attention: City Manager

AND WHEN RECORDED, RETURN TO:

City of National City
1243 National City Boulevard
National City, CA 91950
Attention: City Manager

APN: [560-410-05 & 06]

PUBLIC ACCESS EASEMENT
FOR
PEDESTRIAN AND VEHICULAR ACCESS

THIS PUBLIC ACCESS EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS (this "**Easement**") is made this _____ day of _____, 2024 ("**Effective Date**"), by and among THE CITY OF NATIONAL CITY ("**City**"), D Avenue Housing Associates, L.P., a California limited partnership ("**D Avenue Housing**"), and Kimball Tower Housing Associates, L.P., a California limited partnership ("**Kimball Housing**") .

WITNESSETH:

WHEREAS, D Avenue Housing is the owner of a leasehold interest of certain real property more particularly described on **Exhibit A** attached hereto ("**D Avenue Housing Property**"). Community Development Commission – Housing Authority of the City of National City ("**CDC-HA**") is the owner of the fee interest in the land underlying the D Avenue Housing Property.

WHEREAS, Kimball Housing is the owner of a leasehold interest of certain real property more particularly described on **Exhibit B** attached hereto ("**Kimball Housing Property**"). CDC-HA is the owner of the fee interest in the land underlying the Kimbal Housing Property.

WHEREAS, D Avenue Housing desires to offer to City a dedication of a non-exclusive public easement for pedestrian and vehicular access and other incidental uses upon the following described property:

The strip of land as shown on the sketch "PEDESTRIAN AND VEHICULAR ACCESS EASEMENT" attached hereto as **Exhibit C** and made a part hereof.

WHEREAS, Kimball Housing desires to offer to City a dedication of a non-exclusive public easement for pedestrian and vehicular access and other incidental uses upon the following described property:

The strip of land as shown on the sketch "PEDESTRIAN AND VEHICULAR ACCESS EASEMENT" attached hereto as **Exhibit D** and made a part hereof.

AGREEMENT:

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Grant of Easement. Each of D Avenue Housing and Kimball Housing hereby grants to City a non-exclusive easement for the purpose of pedestrian and vehicular ingress to, egress from and access thereto and other incidental uses over the portion of property as described on **Exhibit C** and **Exhibit D**, respectively (collectively, the "**Easement**"). The term "over" with respect to an easement granted "over" the Easement Area means, as the context may require, across, in, on, over, under, through, to and upon the Easement. This Easement constitutes an equitable servitude and a covenant running with the land under applicable law, including without limitation, California Civil Code Section 1468 and any successor thereto. This Easement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.

2. Term. The Easement shall begin on the Effective Date and shall run in perpetuity unless terminated by D Avenue Housing, Kimball Housing and City in writing.

3. Maintenance. D Avenue Housing will maintain, at D Avenue Housing's expense, the Easement. D Avenue Housing shall be responsible for maintenance of sidewalk, any planting, railing, lighting installations or other types of roadside development for the benefit of or control of pedestrian and vehicular traffic such as guide and regulatory signs, and removal of graffiti and debris. In the event that D Avenue Housing fails to reasonably satisfy the City's maintenance, repair or replacement obligations set forth herein, then the City may provide written notice of the same to D Avenue Housing, which written notice shall describe in detail all alleged maintenance, repair and replacement failures. Upon receipt of such notice, D Avenue Housing shall have thirty (30) days to cure the alleged maintenance, repair and replacement failures, or if the alleged maintenance, repair and replacement failures are of a nature that cannot be cured within thirty (30) days, then the cure shall be completed as soon thereafter as is reasonably practicable, but not to exceed sixty (60) days, provided that D Avenue Housing is diligently proceeding to effectuate the cure. In the event that D Avenue Housing fails to effectuate a cure of, all or some of the alleged maintenance, repair and replacement failures, then upon expiration of the thirty (30) day period or such longer period as may reasonably be required provided D Avenue Housing is diligently proceeding to effectuate the cure, then the City shall have the right, but not the obligation, to cure the alleged maintenance failures and to pursue all rights and remedies available at law or in equity, including without limitation, the termination of this Easement in City's sole discretion.

7. Insurance. City agrees to deliver evidence of insurance coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the other party and each of their lenders and partners and such other parties as reasonably requested, as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to each of D Avenue Housing, and Kimball Housing.

8. Indemnity. City, at its sole expense, shall indemnify, hold harmless and defend D Avenue Housing, Kimball Housing, and its officers, partners, directors, members, associates, employees, residents, lessees, sublessees, agents and secured lenders ("**Indemnitees**") from and against any and all liability, claims, liens, losses, demands, damages, costs (including reasonable attorneys' fees) and other expenses (collectively, "Claims"), to the extent caused by or results from the acts or omissions of City, its respective employees, officers, agents or contractors (including any and all subcontractors) related to any entry on, under or over the D Avenue Housing Property or Kimball Housing Property pursuant to this Agreement; provided, however, City shall not be obligated under this Agreement to indemnify any of the Indemnitees for Claims to the extent arising from such Indemnitees' active negligence or willful misconduct or pre-existing conditions relating to the D Avenue Housing Property or Kimball Housing Property. Each of D Avenue Housing and Kimball Housing agrees to promptly notify City of any event which results in any Claim and to either take or permit City to take reasonable action to mitigate any damages or loss that an Indemnitee may incur as a result of such event.

9. Miscellaneous.

(a) Binding on Successors. This Agreement and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, assigns and successors of each of the parties hereto.

(b) Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision and covenant shall be valid and enforceable to the fullest extent permitted by law.

(c) Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to all matters discussed herein and supersedes any and all prior agreements, written or oral regarding such matters. The provisions hereof may not be changed or modified except by an instrument in writing signed by the parties hereto.

(d) California Law. This Agreement is being executed and delivered, is intended to be performed, in the State of California, and to the extent permitted by law, the execution, validity, construction and performance of this Easement shall be construed and enforced in accordance with the laws of the State of California.

(e) General Provisions. As used in this Agreement, all words in the masculine, feminine, or neuter gender, and the plural or singular number, shall each be construed to include the others whenever the context so requires. Nothing herein shall be construed to make any party a joint venturer or partner with any other party for any purpose whatsoever.

(f) Attorneys' Fees. In any action arising out of any of the terms and provisions of this Easement, the prevailing party in such action or proceeding shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, at, before or after trial, on appeal, and in any bankruptcy proceeding, including, without limitation, reasonable attorneys' fees (including fees reasonably reflecting the work of in-house counsel) and reasonable fees of expert witnesses.

(g) Notice. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service, shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, service shall be conclusively deemed given upon receipt thereof (or refusal to accept delivery) as shown on the return receipt therefor, following the deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given as set forth below:

D Avenue Housing:
D Avenue Housing Associates, L.P.
c/o Community HousngWorks
3111 Camino del Rio North Suite 800
San Diego, CA 92108
Attention: Sean Spear

Kimball Housing:
Kimball Tower Housing Associates, L.P.
c/o Community HousngWorks
3111 Camino del Rio North Suite 800
San Diego, CA 92108
Attention: Sean Spear

City:
City of National City
1243 National City Boulevard
National City, CA 91950
Attention: City Manager

Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is hereby executed on the day and year first above written.

D Avenue Housing:

D AVENUE HOUSING ASSOCIATES, L.P.,
a California limited partnership

By: CHW D Avenue, LLC,
a California limited liability company,
its General Partner

By: Community HousingWorks,
a California nonprofit public benefit corporation,
its Sole Member and Manager

By: [redacted]
Kevin Leichner
Senior Vice President

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On August 14, 2024, before me, Pablo Jose Estrada, Notary Public
personally appeared Kevin Leichner,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PABLO JOSE ESTRADA
Notary Public - California
San Diego County
Commission # 2437372
My Comm. Expires Feb 6, 2027

Signatu[redacted] (Seal)

Kimball Housing:

KIMBALL TOWER HOUSING ASSOCIATES, L.P.

By: CHW Kimball Development, LLC,
a California limited liability company,
its Managing General Partner

By: Community HousingWorks,
a California nonprofit public benefit corporation,
its Sole Member and Manager

By: [redacted]
Kevin Leichner
Senior Vice President

By: Mercy Kimball Development LLC,
a California limited liability company,
its Administrative General Partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its Sole Member and Manager

By: _____
Ed Holder
President

Kimball Housing:

KIMBALL TOWER HOUSING ASSOCIATES, L.P.

By: CHW Kimball Development, LLC,
a California limited liability company,
its Managing General Partner

By: Community HousingWorks,
a California nonprofit public benefit corporation,
its Sole Member and Manager

By: _____
Kevin Leichner
Senior Vice President

By: Mercy Kimball Development LLC,
a California limited liability company,
its Administrative General Partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its Sole Member and Manager

By: [redacted]
Erika Villablanca
Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On October 8, 2024 before me, Evangelina Jude Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared Erika Villablanca,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EVANGELINA JUDE RODRIGUEZ
Notary Public - California
Los Angeles County
Commission # 2431284
My Comm. Expires Dec 17, 2026

Signature [redacted] (Seal)

IN WITNESS WHEREOF, this Agreement is hereby executed on the day and year first above written.

CITY:

CITY OF NATIONAL CITY

By: _____
Benjamin A. Martinez
City Manager

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of National City and described as follows:

Lot 6 of Center City Project, in the City of National City, County of San Diego, State of California, according to Map thereof No. 8807, filed in the Office of the County Recorder of San Diego County, February 24, 1978.

APN: 560-410-06-00

APN: 560-410-06-00
(End of Legal Description)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.

EXHIBIT B

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

Lot 2 of Center City Project, in the City of National City, County of San Diego, State of California, according to Map thereof No. 8807, filed in the Office of the County Recorder of San Diego County, February 24, 1978.

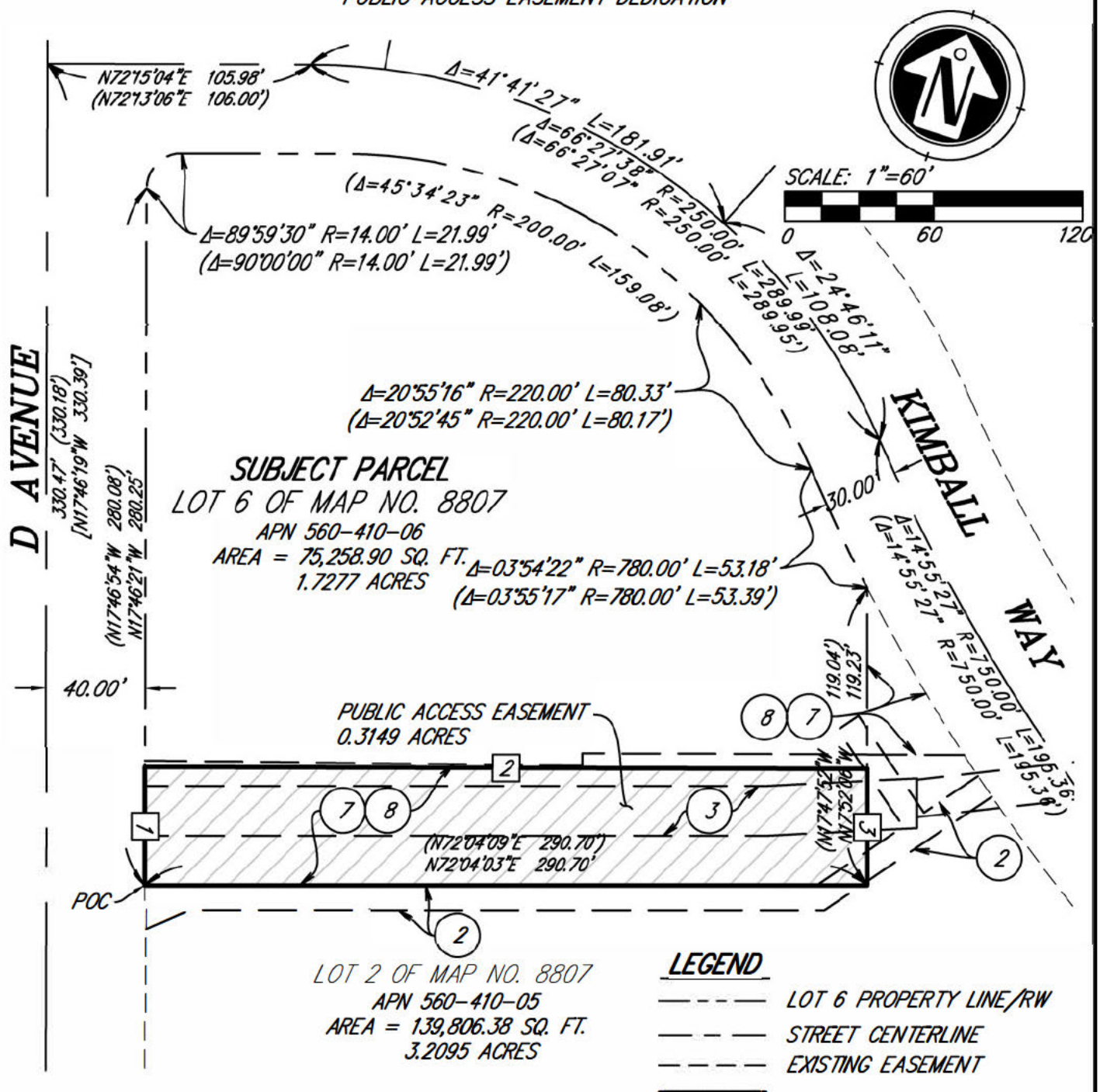
APN: 560-410-05-00
(End of Legal Description)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.

EXHIBIT C

EXHIBIT "C"

PUBLIC ACCESS EASEMENT DEDICATION



EASEMENT DATA

NO	DELTA/BRG	RADIUS	LENGTH
1	N17°46'21"W	--	47.60'
2	N72°13'39"E	--	290.62'
3	N17°52'08"W	--	46.79'

LICENSED LAND SURVEYOR
Michael D. Levin
No. 6896
STATE OF CALIFORNIA

EXCEL ENGINEERING
LAND PLANNING • ENGINEERING • SURVEYING
440 STATE PLACE, ESCONDIDO, CA 92029
PH (760)745-8118 FX (760)745-1890

EXISTING EASEMENTS

(2) AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, AFFECTING A PORTION OF SAID LAND AND SHOWN OR DEDICATED BY MAP NO.: 8807.

(3) AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES, AFFECTING A PORTION OF SAID LAND AND SHOWN OR DEDICATED BY MAP NO.: 8807.

(7) MATTERS CONTAINED IN AN INSTRUMENT ENTITLED "EASEMENT AND JOINT USE AGREEMENT [RECIPROCAL EASEMENT AGREEMENT]" DATED MARCH 28, 2019 BY AND BETWEEN KIMBALL TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND MORGAN TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP RECORDED MARCH 29, 2019 AS INSTRUMENT NO. 2019-0114010 OF OFFICIAL RECORDS.

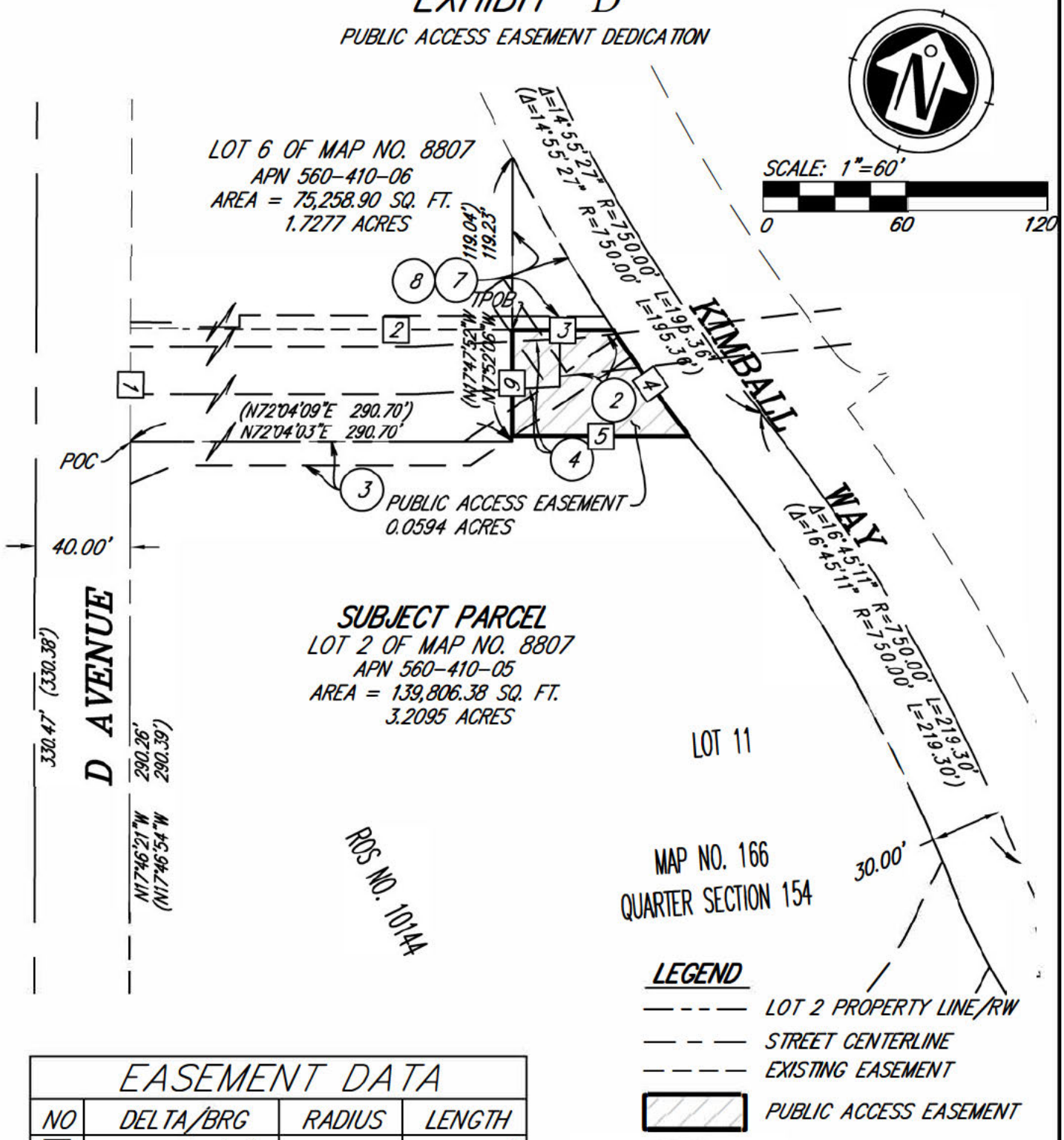
(8) MATTERS CONTAINED IN AN INSTRUMENT ENTITLED "EASEMENT AND JOINT USE AGREEMENT" DATED MARCH 28, 2019 BY AND BETWEEN KIMBALL TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND MORGAN TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP RECORDED MARCH 29, 2019 AS INSTRUMENT NO. 2019-0114030 OF OFFICIAL RECORDS.

Exhibit D

EXHIBIT "D"

PUBLIC ACCESS EASEMENT DEDICATION

SHEET 1 OF 2



LEGEND

- LOT 2 PROPERTY LINE/RW
- STREET CENTERLINE
- EXISTING EASEMENT
- PUBLIC ACCESS EASEMENT

EASEMENT DATA

NO	DELTA/BRG	RADIUS	LENGTH
1	N17°46'21"W	--	47.40'
2	N72°13'39"E	--	290.62'
3	N72°13'39"E	--	42.62'
4	Δ=04°01'23"	780.00'	54.77'
5	N72°13'39"E	--	74.45'
6	N17°52'06"W	--	44.50'

LICENSED LAND SURVEYOR
Michael D. Levin
No. 6896
STATE OF CALIFORNIA

EXCEL ENGINEERING
LAND PLANNING • ENGINEERING • SURVEYING
440 STATE PLACE, ESCONDIDO, CA 92029
PH (760)745-8118 FX (760)745-1890

EXISTING EASEMENTS

(2) AN EASEMENT AS SET FORTH IN DOCUMENT TO THE CITY OF NATIONAL CITY, A MUNICIPAL CORPORATION, FOR SEWER PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED JANUARY 4, 1972, AS INSTRUMENT/FILE NO. 72–1505 OF OFFICIAL RECORDS.

(3) AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, AFFECTING A PORTION OF SAID LAND AND SHOWN OR DEDICATED BY MAP NO.: 8807.

(4) AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES, AFFECTING A PORTION OF SAID LAND AND SHOWN OR DEDICATED BY MAP NO.: 8807.

(7) MATTERS CONTAINED IN AN INSTRUMENT ENTITLED "EASEMENT AND JOINT USE AGREEMENT [RECIPROCAL EASEMENT AGREEMENT]" DATED MARCH 28, 2019 BY AND BETWEEN KIMBALL TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND MORGAN TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP RECORDED MARCH 29, 2019 AS INSTRUMENT NO. 2019–0114010 OF OFFICIAL RECORDS.

(8) MATTERS CONTAINED IN AN INSTRUMENT ENTITLED "EASEMENT AND JOINT USE AGREEMENT" DATED MARCH 28, 2019 BY AND BETWEEN KIMBALL TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND MORGAN TOWER HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP RECORDED MARCH 29, 2019 AS INSTRUMENT NO. 2019–0114030 OF OFFICIAL RECORDS.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC ACCESS EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY, D AVENUE HOUSING ASSOCIATES, L.P., AND KIMBALL TOWER HOUSING ASSOCIATES, L.P.

WHEREAS, the Kimball Highland Master Plan Project ("Project") consists of 145 units of affordable housing and a new Kimball Senior Center, San Ysidro Health PACE Center and Health Clinic; and

WHEREAS, the Project is intended to provide walkability and improve connectivity for the entire community to Kimball Park, adjacent neighborhoods, commercial spaces, and the public transportation corridor along Highland Avenue accessing businesses and restaurants; and

WHEREAS, a public paseo for pedestrians and vehicles was included in the Project in the form of a public access easement; and

WHEREAS, the Public Access Easement for Pedestrian and Vehicular Access Agreement describes the section of land and parties involved; and

WHEREAS, D Avenue Housing Associates, L.P. ("D Avenue Housing") is the owner of a leasehold interest of certain real property located at APN: 560-410-06-00 known as "D Avenue Housing Property," which the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") is the owner of the fee interest in the underlying land; and

WHEREAS, Kimball Tower Housing Associates, L.P. ("Kimball Housing") is the owner of a leasehold interest of certain real property located at APN: 560-410-05-00 known as "Kimball Housing Property," which the CDC-HA is the owner of the fee interest in the underlying land; and

WHEREAS, D Avenue Housing and Kimball Housing desires to offer to the City of National City ("City") a dedication of a non-exclusive public easement for pedestrian and vehicular access and other incidental uses, as set forth in Exhibit A of the Public Access Easement for Pedestrian and Vehicular Access Agreement ("Agreement"); and

WHEREAS, the Easement will begin when the Agreement is fully executed and recorded; and

WHEREAS, the Agreement will remain in perpetuity unless terminated by D Avenue Housing, Kimball Housing, and City in writing; and

WHEREAS, D Avenue Housing will be responsible for maintaining the sidewalk, any planting, railing, lighting installations, or other types of roadside development for the benefit of or control of pedestrian and vehicular traffic; and

WHEREAS, there is no financial impact on the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: The City Council hereby authorizes the City Manager or his designee to execute the Public Access Easement for Pedestrian and Vehicular Access Agreement by and between the City of National City, D Avenue Housing Associates, and Kimball Tower Housing Associates, attached to the Agenda Report as Exhibit A.

Section 2: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Housing Authority**
Prepared by: **Angelita Palma, Community Development Housing Manager**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Kimball Senior Center Lease with D Avenue Housing Associates, L.P.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City of National City, California, Authorizing the City Manager to Execute a Commercial Lease By and Between the City of National City ("Tenant") and D Avenue Housing Associates, a California Limited Partnership ("Landlord") for the Kimball Senior Center Facility for 65 Years at a Rent Equal to $1.00 Per Year."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable

EXPLANATION:

Background
A Disposition and Development Agreement ("DDA") by and among the Community Development Commission–Housing Authority of the City of National City ("CDC-HA") and Community HousingWorks (D Avenue Housing Associates, L.P.) for the Kimball Highland Master Plan was executed on October 20, 2020, per Resolution 2020-77. Phase two of the DDA included the construction of a fully furnished and equipped turnkey operational Senior Center to be used by the City.

Terms of the Lease
The "Senior Center Lease" is defined as a commercial lease by and between the "Landlord" (D Avenue Housing Associates, L.P.) and "Tenant" (City) relating to the new Kimball Senior Center. The Kimball Senior Center will have a triple net lease for a term of 65 years at a rent equal to $1.00 per year.

This "Triple Net Lease" requires the Tenant to pay its own utilities, janitorial, trash removal, repairs, maintenance, and other operating expenses directly relating to the use of the premises in addition to rent. The Tenant will not be required to pay any security deposit to the Landlord.

The Landlord will repair and maintain the common areas and sidewalks. Common areas are defined as all areas, space, equipment, and special services provided by Landlord within the ground floor of the Building for the common or joint use and benefit of the tenants, their employees, agents, servants, suppliers, customers, and other invitees, including, by way of illustration, but not limitation, landscaped areas, curbs, sidewalks, restrooms, lobbies, floor corridor hallways, patios, parking facilities, plenums above the ceiling on all floors and all other areas outside the Building.

Description of the New Kimball Senior Center
Approximately 7,700 square foot space located on the first floor of the attached affordable housing project constructed by D Avenue Housing Associates, L.P., including a large community room, restrooms, kitchen, reception area, offices, classrooms, mailbox, trash enclosure, and storage space. A total of 19 designated parking spaces are provided, including 4 staff parking spaces, 3 ADA-compliant parking spaces, 16 visitor parking spaces, and 1 drop-off area.

The Kimball Senior Center will be used to provide senior services and for education, exercise, and wellness-related uses for seniors.

FINANCIAL STATEMENT:
The City of National City will lease the Senior Center facility at a rate of $1.00 per year for 65 years.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is, therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Agreement
Exhibit B - Resolution

Senior Center
1221 D Avenue
National City, CA 91950

LEASE

THIS LEASE ("**Lease**") is dated as of the _____ day of October, 2024, by and between D AVENUE HOUSING ASSOCIATES, L.P., a California limited partnership ("**Landlord**"), and THE CITY OF NATIONAL CITY ("**Tenant**").

1. Definitions.

"**Building**" means the building commonly known as the Kimball Highland West at 1221 D Avenue, National City, California.

"**Building Rules and Regulations**" means the rules and regulations which may hereafter be adopted by Landlord for the care, protection, cleanliness, and operation of the Premises, Building, Building and Common Areas, and any reasonable modifications or additions to such rules and regulations adopted by Landlord so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease. Notwithstanding the foregoing, Landlord and Tenant agree that the terms and conditions of this Lease shall control the rights and responsibilities of the parties and shall supersede any and all provisions of the Building Rules and Regulations which may now or in the future conflict with the terms and conditions of this Lease. Landlord shall not be responsible to Tenant for failure of any other tenant or occupant of the Building to observe or comply with any of the Building Rules and Regulations. The term "Building Rules and Regulations" shall be deemed to include the rules and regulations set forth in **Exhibit B** hereto and any and all reasonable amendments made by Landlord to the Building Rules and Regulations after the date of this Lease as may be required by applicable law or Landlord's financing sources or as Landlord may deem desirable, in Landlord's reasonable discretion, for the proper and efficient operation and maintenance of the Building so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease.

"**Commencement Date**" means the day that is the 14th calendar days after the Building received its Certificate of Occupancy.

"**Common Areas**" means all areas, space, equipment and special services provided by Landlord within the ground floor of the Building for the common or joint use and benefit of the tenants, their employees, agents, servants, suppliers, customers and other invitees, including, by way of illustration, but not limitation, landscaped areas, curbs, sidewalks, restrooms, lobbies, floor corridor hallways, patios, parking facilities, plenums above the ceiling on all floors and all other areas outside the Building.

"**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United State Government. Provided, however, the term "Hazardous Materials" shall not include

substances typically used in the ordinary course of operating and maintaining nutrition centers in California or small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar properties, provided that such substances are used in compliance with applicable laws

"**Landlord**" means D Avenue Housing Associates, L.P., a California limited partnership.

"**Premises**" means the approximately 7,700 square foot Senior Center, located on the first floor of the Building, depicted on **Exhibit A** attached hereto, including a community room, restrooms, office space, reception area, kitchen, storage space, mailbox, trash enclosure, 4 staff parking spaces, 3 ADA compliant parking spaces, 16 visitor parking spaces and 1 designated drop off area.

"**Rent**" shall have the meaning ascribed to it in Section 4(a) of this Lease.

"**Tenant**" means the City of National City.

"**Term**" shall have that meaning ascribed to it in Section 3(a) of this Lease.

2. Lease of the Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises. Tenant hereby agrees and acknowledges that Tenant is leasing the Premises "as-is" from Landlord. Without limiting the generality of the foregoing, Tenant shall be solely responsible for determining the condition of the Premises. Landlord shall have no obligation to improve the Premises.

3. Term and Contingencies.

(a) Term. Unless sooner terminated pursuant to the terms of this Lease, the term of this Lease shall commence on the Commencement Date and terminate on the 65th anniversary of the Commencement Date ("**Term**"), except as otherwise provided in Section 3(b), below.

(b) Termination by Tenant. Tenant may terminate this Lease, subject to the terms hereof, by providing Landlord written notice at lease ninety (90) days prior to the date of termination.

4. Rent.

(a) Rent. The Rent shall be $1.00 per year. The first year's Rent shall be payable concurrently with the Tenant's execution and delivery of this Lease to the Landlord. Thereafter, Tenant agrees to pay Rent to Landlord on March 15 in each and every year during the Term. All Rent may be paid by check and delivered personally or by first class mail to Landlord.

(b) Utilities. Tenant shall be responsible for payment of all separately metered utilities for the Premises, if any.

(c) No Security Deposit. Tenant shall not be required to pay any security deposit to Landlord.

(d) Triple Net Lease. This Lease is a "Triple Net Lease" pursuant to which Tenant shall pay (in addition to Rent) its own utilities, janitorial, trash removal, repairs, maintenance, and other operating expenses directly relating to the use of the Premises ("**Premises Costs**").

5. Alterations.

(a) By Landlord. Landlord may install fixtures, make alterations or other changes to the Building which Landlord determines in its sole and absolute discretion are necessary or desirable without notice to or consent of the Tenant so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease. Tenant shall cooperate with Landlord if Landlord elects to make alterations or other changes to the Premises.

(b) By Tenant. Tenant may make alterations or other changes to the Premises with Landlord's prior written consent which shall not be unreasonably delayed or withheld. Any alterations, improvements or additions shall be constructed without cost to Landlord in a good, workmanlike and defect-free manner by licensed contractors with experience in construction of tenant improvements, in commercial properties similar to the Building. Any and all additions, alterations and improvements which are made or caused to be made by Tenant, before or during the Term, shall be made at Tenant's sole expense in accordance with the following: (i) if Landlord requires, such work, including, without limitation, Tenant's final working drawings, plans and specifications shall be subject to the continuing approval of Landlord, which approval shall not be unreasonably withheld, unless and to the extent such work constitutes emergency repairs necessary for the continued operation of Tenant's business or for life safety reasons; (ii) such work shall not alter, add to or otherwise change the exterior of the Premises, without the written consent of Landlord; (iii) such work shall not cause or create a dangerous or hazardous condition and shall not interfere with or disturb other tenants or guests of Landlord Tenant shall apply for and obtain, any and all permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to construct and install the same. Notwithstanding anything to the contrary contained herein, in no event shall Landlord be responsible for repair of or liability to Tenant for any defects in any alterations, improvements or additions to the Premises. Tenant shall give Landlord thirty (30) days advance notice before beginning any work on alterations to permit Landlord to file a Notice of Non-Responsibility and take any other actions in advance of commencement of any alterations.

(c) Lien Free Construction. All alterations, improvements and additions shall be constructed free and clear of mechanics' and materialmen's liens; provided that if any such lien is filed, Tenant shall remove and discharge the same within ten (10) business days of written notice from the Landlord. Time is of the essence. Failure to timely remove the lien shall constitute a "Material Default" under the terms of this Lease. Notwithstanding the foregoing, Tenant may contest the mechanics' and/or materialmens' liens in good faith, at Tenant's own expense, by appropriate proceedings, provided Tenant posts a bond or furnishes such other security as may be required by law to prevent any foreclosure proceedings against the Building, or any part thereof, during the pendency of such contest and removes such lien or stays enforcement thereof. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, subject to

Tenant's right to contest set forth in the preceding sentence, in addition to all other rights or remedies, Landlord may, but shall not be obligated to, discharge the same (i) by paying the amount claimed to be due, (ii) by procuring the discharge of such lien by deposit in court, (iii) by giving security, or (iv) in such other manner as is, or may be prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, including all reasonable attorneys' fees to procure the discharge of such lien with all necessary disbursements in connection therewith, with interest thereon at the maximum rate permitted by law from the date of payment, shall be repaid by Tenant to Landlord on demand and, if unpaid, may at Landlord's election, be treated as additional rent. Nothing herein contained shall imply any consent or approval by Landlord to the filing of mechanics' lien against the Building or any part thereof.

(d) Removal of Improvements. Tenant shall remove from the Premises all of Tenant's personal property, including without limitation furnishings, machinery, trade fixtures, equipment, and improvements, on or before the expiration of the Term, or as soon as practicable after termination of this Lease, but in no event later than sixty (60) days after the termination of this Lease. Tenant shall repair any damage to the Premises or the Building caused by such removal, including without limitation patching and filling holes, reasonable wear and tear excepted. Notwithstanding the foregoing, Tenant shall not remove or be required to remove, any HVAC systems, restroom fixtures, flooring, plumbing, ceilings, walls, or utility or electrical components.

6. Use.

(a) Permitted Use. Tenant shall use the Premises only as a social activity center to provide senior services and for ancillary health, education, exercise and wellness related uses for seniors. Tenant shall not use the Premises for any other activity aside from the use permitted in this Section 6(a). The Premises may only be open for business between 8:00 a.m. and 10:00 p.m., seven (7) days a week. Tenant shall not use the Premises as a dwelling for any person.

(b) Additional Use Limitations. Tenant shall not permit the occupancy of the Premises at any time during the Term to exceed that allowed by the applicable codes and regulations concerning occupancy. Tenant shall use commercially reasonable efforts to maintain control over the conduct of its employees and shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or Landlord's employees, invitees, consultants, or other licensees or injure, endanger or annoy them, result in an increase in the number of parking spaces being used by Tenant and its employees, invitees, guests or licensees, or use or allow the Premises to be used for any immoral or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or permit to be committed any waste in or upon the Premises.

(c) Compliance With Laws, Covenants and Requirements. Tenant represents and warrants to Landlord, that Tenant, its agents, servants, employees, invitees and licensees, shall comply with, and shall not use the Premises in any way (or permit or suffer anything to be done in or about the Premises) which will conflict with: (i) any law, statute, ordinance or governmental rule or regulation affecting the Building, now in force or which may be hereafter promulgated, including, but not limited to, the provisions of any city or county zoning codes regulating the use of the Building; (ii) any covenant, condition or restriction (whether or not of public record)

affecting the Building, now in force or which may hereafter be enacted or promulgated or any health and food safety requirements, rules and regulations established by any governmental or quasi-governmental entity that are either voluntarily or involuntarily made applicable to the Building or the Premises; or (iii) any licensing requirements of any city, county, or other governmental or quasi-governmental entity regulating Tenant's use of the Premises or any collective bargaining agreement entered into by Tenant (hereinafter collectively referred to as "**Applicable Laws, Covenants and Requirements**"). Tenant shall promptly notify Landlord of and shall promptly provide Landlord with true, correct and legible copies of all orders, reports, notices and correspondence (including those which may be considered confidential) of or concerning the investigation, compliance, and corrective actions and all complaints, pleadings, and other legal documents filed against Tenant relating to Tenant's failure to comply with Applicable Laws, Covenants and Requirements. Tenant shall, at its sole cost and expense, promptly comply, and shall maintain the Premises and its operations and equipment in such a way as to comply, with all Applicable Laws, Covenants and Requirements in so far as they relate to the specific manner of Tenant's use and occupancy of the Premises, and Tenant shall maintain and pay the cost of all permits, assessments and licenses required to operate Tenant's business. The judgment of any court of competent jurisdiction or the admission by Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any Applicable Laws, Covenants and Requirements, shall be conclusive of the fact as between Landlord and Tenant. The Building is a non-smoking building and the Tenant shall not allow its employees, agents, contractors, subcontractors, clients, invitees or others using or occupying the Premises to smoke while in the Premises.

(d) Hazardous Materials.

(1) Except with respect to commercially packaged products used and stored by Tenant at the Premises, such as, common cleaning fluids and supplies, Tenant hereby agrees that neither Tenant, nor Tenant's agents, employees, contractors, invitees or licensees will engage in any activity in, on or about the Premises or the Building, nor permit others to engage in any such activity, which will result in the Premises or the Building containing any Hazardous Material. If at any time it is determined that Tenant or Tenant's agents, employees, contractors, invitees or licensees, have been responsible for the Premises or the Building containing any Hazardous Material, then Tenant shall be solely responsible for and shall pay for all costs incurred in connection with the removal of said Hazardous Materials.

(2) Tenant shall promptly comply with the requirements of Section 25359.7(b) of the California Health and Safety Code and/or any successor or similar statute to provide Landlord with written notice that any Hazardous Material has come or will come to be located on or beneath the Premises or the Building if Tenant discovers or has reasonable cause to believe of the presence of such materials. Should Tenant fail to so notify Landlord, Landlord shall have all rights and remedies provided for such a failure by such Section 25359.7(b) in addition to all other rights and remedies which Landlord may have under this Lease or otherwise. Tenant shall not take any remedial action related to Hazardous Materials located in or about the Premises or the Building and shall not enter into a settlement, consent decree or compromise in response to any claim related to Hazardous Materials without the prior written consent of Landlord, which may be withheld by Landlord in its sole and absolute discretion. Tenant shall immediately notify Landlord in writing

of: (i) any enforcement, clean-up, removal or other governmental action instituted, completed or threatened with regard to Hazardous Materials at the Premises or the Building of which Tenant is directly notified; (ii) any claim made or threatened by any person against Tenant, Landlord, the Premises or the Building related to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials of which Tenant is directly notified; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials at or removed from the Premises or the Building, including any complaints, notices, warnings or assertions of any violation in connection therewith of which Tenant is directly notified.

(3) In addition to any other indemnity contained in this Lease, Tenant shall defend, indemnify and hold Landlord and its partners harmless from and against any and all losses, liabilities, general, special, consequential and/or incidental damages, injuries costs, expenses, claims of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, damages to any person, the Premises or the Building or loss of rents) which at any time or from time to time may be paid, incurred or suffered by or asserted against Landlord or its partners with respect to, or as a direct or indirect result of: (i) the breach by Tenant of any of the covenants set forth in this Section 6(d); or (ii) the presence on, under or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Premises or the Building, of any Hazardous Material to the extent directly or indirectly caused or allowed by Tenant, or any agent, employee, contractor, invitee or licensee of Tenant. Tenant's liability under this Section 6(d) shall extend to any and all Hazardous Materials whether or not such substance was defined, recognized, or known or suspected of being hazardous, toxic, dangerous or wasteful at the time of any act or omission giving rise to Tenant's liability.

(e) Additional Prohibited Actions of Tenant. Tenant shall not commit or permit the commission of any acts on the Premises or the Building, nor use or permit the use of the Premises or the Building in any way that: (i) violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the specific manner of Tenant's use of the Premises or the Building; (ii) obstructs or interferes with the rights of other tenants or occupants of the Building; or (iii) constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance as defined by the laws of the State of California.

(f) Building Rules and Regulations. Tenant shall, and Tenant agrees to cause its agents, servants, employees, invitees, and licensees to, observe and comply fully and faithfully with the Building Rules and Regulations. Landlord shall not be responsible to Tenant for failure of any other tenant or occupant of the Building to observe or comply with any of the Building Rules and Regulations.

7. Services and Utilities.

(a) Utilities. Tenant shall be responsible for all separately metered utilities provided to the Premises, including, but not limited to, electric, telecommunications, water, trash, utilities and gas provided the same are in fact separately metered or submetered.

(b) Breaks In Utility Services. Landlord shall not be liable for and Tenant shall not be

entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any utilities and services which are not separately metered, including, without limitation, electricity and water, when such failure is caused by any of the following, to the extent beyond the reasonable control of Landlord: (i) accidents, breakage or repairs, (ii) strikes, brownouts, blackouts, riots, civil disturbances, lockouts or other labor disturbances or labor disputes of any character, (iii) governmental regulation, moratorium or other governmental action, (iv) limitation, rationing, curtailment or restriction on the use of water, electricity, gas heating, cooling or other forms of service or utility provided to the Premises, or (v) by any other cause, similar or dissimilar, beyond the reasonable control of Landlord, nor shall such failure under such circumstances be construed as a constructive or actual eviction of Tenant. Landlord shall not be liable under any circumstances for loss or injury to property or business, however occurring, through or in connection with or incidental to Landlord's failure to furnish any of said service or utilities. Notwithstanding any provision to the contrary herein, in the event Tenant is prevented from using all or a portion of the Premises as a result of a failure to provide services, access or utilities and if such failure continues for more than five (5) consecutive business days after written notice from Tenant, then the Rent shall be abated entirely (in the event Tenant is prevented from using all of the Premises) or reduced (in the event Tenant is prevented from using a portion of the Premises), as the case may be, for such time that Tenant continues to be so prevented from using the Premises or a portion thereof.

8. **Taxes**. Tenant shall be liable for and agrees to pay all taxes levied upon its personal property, leasehold improvements, additions, alterations and fixtures, including trade fixtures and inventory, located on the Premises or elsewhere and any real property taxes assessed on the Premises or the Property as a result of Tenant's business operations at the Premises. Non- exempt taxes, if any, with respect to Tenant's possessory interest in the Premises for the first and final years of the Term shall be prorated between Landlord and Tenant based upon the commencement and expiration of the Term. Landlord will not be required to pay any penalty, interest or cost resulting from Tenant's failure to pay non-exempt taxes with respect to Premises, Tenant's personal property, leasehold improvements, additions, alteration and fixtures and/or the delinquent payment of such taxes by Tenant. Tenant shall pay and be liable for any tax or fee (now or hereafter imposed by any governmental entity) applicable to or measured by or on the Rents or any other charges payable by Tenant under this Lease, including, without limitation, any gross income tax, gross receipts tax or excise tax with respect to the receipt of such Rent or other charges on the possession, leasing, operation, use or occupancy of the Premises, and specifically including any commercial rental tax of the City of National City, if any, that may now or hereafter be imposed. Landlord acknowledges that Tenant is a tax-exempt public entity.

9. **Maintenance**.

(a) Landlord's Maintenance and Repair of the Building. At all times during the Term, Landlord agrees: (i) to maintain the foundation and structural soundness of the Building; (ii) to keep in good repair plumbing and electrical wiring servicing the Premises, including without limitation fire sprinkler systems (if any), and mechanical systems serving the Premises; and (iii) repair and maintain the Common Areas. Landlord shall keep the Common Area and the sidewalks immediately in front of the Building clean and sanitary, including the removal of all stains, chewing gum, and other materials. Landlord shall take all steps within the bounds of reasonable safety and applicable laws to keep the sidewalks in front of the Building free of loitering. Landlord shall sweep and remove trash and loose debris from the Building and the Common Area. Landlord shall ensure that any landscaping, planter boxes and flower baskets are stationed with a catchment basin to prevent water runoff and Landlord shall remove all such stains from water run off that might occur naturally. Landlord

shall keep the top of its designated trash bins and the area underneath and immediately surroundings its trash bins clean, clear and free from trash. Landlord shall make no use of the Tenant's Trash dumpster, bins or other containers used by Tenant for the storage of its trash. No material shall be placed in trash bins if disposal in the ordinary and customary manner in National City would violate any applicable law or ordinance.

(b) Tenant's Maintenance of the Premises. Tenant shall keep the Premises in a neat, clean and orderly and in good repair condition at all times during the Term, and shall not permit rubbish, waste or garbage, to accumulate at any time. Tenant shall not commit or permit any waste of the Premises or any acts to be done in violation of any laws or ordinances. Tenant shall not use or permit the use of the Premises for any illegal purposes. Tenant shall pay or cause to be paid all operating expenses of the Premises and the cost of any necessary repairs or replacements of Tenant's alterations related to Tenant's or any sublessee's occupancy or use thereof. Tenant shall also be responsible for all costs associated with janitorial and maintenance services, including professional maintenance of a grease trap, all equipment maintenance including stoves, refrigerators, dishwashers, hoods and ansul systems. In the event Tenant fails to maintain any of the foregoing items after receipt of written notice from the Landlord and a reasonable opportunity to cure, Landlord shall have the right to cause such maintenance to occur. Any amount paid by Landlord for any of the aforesaid purposes, including all reasonable attorneys' fees to enforce this Section 9(b), with interest thereon at the maximum rate permitted by law from the date of payment, shall be repaid by Tenant to Landlord on demand and, if unpaid, may at Landlord's election, be treated as additional rent.

10. Casualty Damage and Casualty Insurance.

(a) Insured Casualties. In the event the Premises, or any portion thereof, is damaged or destroyed by any casualty that is covered by the insurance maintained by Landlord, then Landlord shall rebuild and restore the Premises, as the case may be, and repair the damaged portion thereof, provided that (i) the amount of insurance proceeds available to Landlord equals or exceeds the cost of such rebuilding, restoration and repair; (ii) such rebuilding, restoration and repair can be completed within one hundred eighty (180) days after the work commences in the opinion of a registered architect or engineer appointed by Landlord; (iii) the damage or destruction has occurred more than twelve (12) months before the expiration of the Term; and (iv) such rebuilding, restoration, or repair is then permitted, under applicable governmental laws, rules and regulations, and by any mortgagee of the Landlord to be done in such a manner as to return the Premises to substantially its condition immediately prior to the damage or destruction, including, without limitation, the same net rentable floor area. If any of the circumstances described in (i) through (iv) above cannot be satisfied, Landlord may, at its option, either (1) rebuild or restore the Premises or Building, as the case may be, and repair the damaged portion thereof, or (2) elect not to rebuild or restore and this Lease shall then terminate. To the extent that insurance proceeds must be paid to a mortgagee or beneficiary under, or must be applied to reduce any indebtedness secured by, a mortgage or deed of trust encumbering the Premises or the Building, such proceeds, for the purposes of this Section 10(a), shall be deemed not available to Landlord unless such mortgagee or beneficiary permits Landlord to use such proceeds for the rebuilding, restoration, and repair of the Premises or Building. Notwithstanding the foregoing, Landlord shall have no obligation to repair any damage to, or to replace any of, Tenant's personal property, furnishings, fixtures,

equipment or other such property or effects of Tenant.

(b) Non-Insured Casualties. In the event the Premises, or any portion thereof, is materially damaged or destroyed by any casualty not covered by the insurance maintained or requested to be maintained by Landlord, then Landlord may, at its option, either (i) rebuild or restore the Premises and repair the damaged portions thereof at Landlord's own expense; or (ii) terminate this Lease effective as of the date the damage or destruction occurred. If Landlord does not give Tenant written notice within sixty (60) days after the material damage or destruction occurs of its election to rebuild or restore the Premises and repair the damaged portions thereof, Landlord shall be deemed to have elected to terminate this Lease. Notwithstanding the foregoing, Tenant may terminate this Lease upon thirty (30) days' prior written notice if Landlord elects to perform such repair or restoration and either (1) such repair or restoration cannot be completed within one hundred and eighty (180) days or (2) the damage or destruction occurs within the last twelve (12) months of the Term, unless Tenant's actions or omissions are the cause of the damage, in such event Tenant shall be liable to and shall reimburse Landlord for any and all damages caused thereby.

(c) Minor Casualties. If the Premises are not rendered substantially unfit for the occupancy or use herein contemplated as the result of any insured casualty, subject to the requirements of Landlord's mortgagees, Landlord shall promptly and diligently restore the Premises at Landlord's expense to the condition existing prior to the occurrence of the casualty and the Rent shall not abate during such restoration period, provided the Landlord is prompt and diligent in connection with the restoration.

(d) Abatement of Rent. Provided this Lease is not terminated as provided in Sections 10(a) or (b), above, Tenant shall be entitled to an abatement of Rent by reason of the damage to or destruction of the Premises, only to the extent that either: (i) Landlord actually receives insurance proceeds for loss of rental income attributable to the Premises (Landlord shall not be required to maintain such insurance, but may in its sole and absolute discretion elect to do so);
(ii) the floor area of the Premises cannot be reasonably used by Tenant for the conduct of its business, or (iii) Tenant does not have reasonable access to the Premises, in which event the Rent shall abate in the proportion which the approximate area of the damaged or destroyed portion of the Premises bears to the total area of the Premises commencing upon the date of the damage to or destruction of the Premises or Building has occurred until substantial completion of the repair of such damage or destruction.

(e) Tenant's Waiver of Civil Code Sections 1932 and 1933. Tenant's right to terminate this Lease in the event of any damage or destruction to the Premises is governed by the terms of this Section 10 and therefore Tenant hereby expressly waives the provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the California Civil Code, and any and all laws, whether now or hereafter in force, whether created by ordinance, statute, judicial decision, administrative rules or regulations, or otherwise, that would cause this Lease to be terminated, or give Tenant a right to terminate this Lease, upon any damage to or destruction of the Building that occurs.

11. Waiver of Subrogation. If either party sustains loss or damage to the Premises or the

fixtures, goods, wares, merchandise or any other property located thereon, from which it is protected by an insurance policy, then, to the extent that such party is so protected, it waives any right of recovery from the other party. Each party agrees immediately to give to each insurance company which has issued to it a policy of fire and extended coverage property insurance written notice of the terms of such mutual waivers, and to cause such insurance policy to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers.

12. Insurance.

(a) Tenant Insurance Requirements. Tenant agrees, at Tenant's sole cost and expense, to maintain in force continuously throughout the Term:

(1) Commercial general public liability and property damage insurance covering the Premises with limits of not less than $2,000,000.00 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence and $2,000,000.00 in the aggregate. All such insurance shall name the Landlord as an additional insured. Upon receipt of written request therefor, Tenant shall furnish Landlord a certificate from the insurer evidencing such coverage as required by this Section 12(a)(1); and

(2) Fire and extended coverage insurance insuring against loss or damage by a standard all risk policy, excluding earthquake and flood, to the extent of 100% of the full replacement value of the Premises. Following the application of such proceeds to the restoration of the Premises and the Building (if applicable) and to Landlord's costs incurred in connection with the adjustment or settlement of any claims (including but not limited to reasonable attorneys' fees), the proceeds from any such policy shall be used by Tenant for the replacement of Tenant's personal property or the restoration of Tenant's Premises or alterations. The property insurance policy described in this Section 12(a)(2) shall name Landlord as loss payee; and

(3) Worker's compensation insurance, with coverage as required by the State of California, if Tenant has any employees.

(b) Additional Insurance Requirements. Each insurance certificate for casualty insurance shall indicate that the insurer waives its rights of subrogation against the other party. In addition, all insurance policies obtained by Tenant shall be written as primary policies, non-contributing with or in excess of any coverage which Landlord may carry, with loss payable clauses in favor of Landlord and naming Landlord and any lender of Landlord as additional insureds. The liability limits of the above-described insurance policies shall in no way limit the liability of any party under the terms of this Lease. If Tenant fails to maintain and secure the insurance coverage required under this Section 12, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to procure and maintain such insurance, the cost of which shall be due and payable to Landlord by Tenant on demand. No policy of insurance required pursuant to this Lease shall contain a deductible exceeding Ten Thousand Dollars ($10,000) per occurrence. Tenant shall be solely responsible for the payment of any deductible.

(c) Landlord Insurance Requirements.

(1) Liability Insurance. Landlord agrees, at Landlord's expense, to maintain in force continuously throughout the Term, commercial general public liability insurance covering the Building (including the Premises) with combined single limit coverage of $2,000,000 or its equivalent, and shall upon Tenant's written request, furnish Tenant a certificate from the insurer evidencing such coverage.

(2) Property Insurance. Landlord shall maintain all-risk property insurance covering the Building, Premises and the Building against loss or damage resulting from fire and other insurable casualties.

13. Hold Harmless. Tenant agrees to indemnify, defend and hold Landlord, its partners, members, managers, directors, officers, agents, employees, affiliates and consultants entirely harmless from and against all liabilities, losses, demands, actions, expenses or claims, incurred in connected with or arising from the use, occupancy or enjoyment of the Building, Common Area or Premises by Tenant and/or its agents, employees, invitees, licensees or contractors (the "**Tenant's Agents**") or any work, activity or other things allowed or suffered by Tenant or Tenant's Agents to be done in or about the Building, Common Area or Premises; provided, however, that Tenant shall not be obligated to so indemnify Landlord to the extent any such matters arise from or are caused by the willful misconduct or negligence of Landlord.

14. Assignment and Sublease. Tenant shall not directly or indirectly, voluntarily or by operation of law, sublease, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or this Lease, without the written consent of Landlord, not to be unreasonably withheld, conditioned, or delayed.

15. Eminent Domain.

(a) Total Taking. If all or substantially all of the Premises is condemned or taken in any manner for public or quasi-public use, including, but not limited to, a conveyance or assignment in lieu of the condemnation or taking, or if so much of the Premises is so taken or condemned so as to render the remaining portion of the Premises unusable by Tenant for the conduct of Tenant's business, as determined by the condemning authority, this Lease shall automatically terminate on the earlier of the date on which actual physical possession is taken by the condemnor or the date of dispossession of Tenant as a result of such condemnation or other taking.

(b) Partial Taking. If less than all or substantially all of the Premises is so condemned or taken, rendering the remaining portion of the Premises usable by Tenant for the conduct of its business, as determined by the condemning authority, this Lease shall automatically terminate only as to the portion of the Premises so taken as of the earlier of the date on which actual physical possession is taken by the condemnor or the date of dispossession of Tenant as a result of such condemnation or taking. If such portion of the Building is condemned or otherwise taken so as to require, in the opinion of Landlord, a substantial alteration or reconstruction of the remaining portions thereof, this Lease may be terminated by Landlord, as of the date on which actual physical

possession is taken by the condemnor or dispossession of Tenant as a result of such condemnation or taking, by written notice to Tenant within sixty (60) days following notice to Landlord of the date on which such physical possession is taken or dispossession will occur.

(c) Award. Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or total taking shall be apportioned, and Tenant hereby assigns to Landlord any award that may be made in such condemnation or other taking, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof. Although all damages in the event of any condemnation shall belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemnor, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of damages to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might incur to remove Tenant's merchandise, furniture and other personal property, fixtures, and equipment or for the interruption of or damage to Tenant's business.

(d) Rent Abatement. In the event of a partial condemnation or other taking that does not result in a termination of this Lease as to the entire Premises, the Rent and all other charges shall abate in proportion to the portion of the Premises taken by such condemnation or other taking. If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Section 15, all Rent and other charges payable by Tenant to Landlord hereunder and attributable to the Premises taken shall be paid up to the date upon which actual physical possession shall be taken by the condemnor. Landlord shall be entitled to retain the entire Security Deposit until such time as this Lease is terminated as to all of the Premises.

(e) Temporary Taking. If all or any portion of the Premises is condemned or otherwise taken for public or quasi-public use for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all terms, conditions and covenants of this Lease; provided, however, the Rent and all other charges payable by Tenant to Landlord hereunder shall abate during such limited period in proportion to the portion of the Premises that is rendered unusable as a result of such condemnation or other taking. Landlord shall be entitled to receive the entire award made in connection with any such temporary condemnation or other taking.

(f) Transfer of Landlord's Interest to Condemnor. Landlord may, without any obligation to Tenant, agree to sell and/or convey to the condemnor the Premises, the Building, or any portion thereof, sought by the condemnor, subject to this Lease and the rights of Tenant hereunder, without first requiring that any action or proceeding be instituted or, if instituted, pursued to a judgment.

16. Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Lease shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("**CCP**") Section 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of CCP

Section 998.

17. Default.

(a) Tenant's Default. The occurrence of any one or more of the following shall constitute a default hereunder by Tenant:

(1) Tenant fails to pay any Rent, Premises Costs or other charges required to be paid by Tenant under this Lease when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant;

(2) Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days (or such shorter time provided herein) after written notice thereof from Landlord, provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be cured within thirty (30) days and if Tenant commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same, then such failure shall not be a default hereunder;

(3) A trustee, disbursing agent or receiver is appointed to take possession of all or substantially all of Tenant's assets or of Tenant's interest in this Lease and Tenant does not regain possession within sixty (60) days after such appointment; Tenant makes an assignment for the benefit of creditors; or all or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter);

(4) A petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same;

(5) Immediately, in the event of any assignment, subletting or other transfer for which the prior written consent of the Landlord has not been obtained;

(6) Immediately, upon the suspension of Tenant's right to conduct its business as contemplated by this Lease, caused by the order, judgment, decree, decision or other act of any court or governmental agency;

(7) Tenant fails to continuously operate a nutrition center or other permitted use of the Premises under Section 6(a), and such failure continues for a period of thirty (30) consecutive days.

(b) Landlord's Remedies. Upon the occurrence of a default by Tenant that is not cured by Tenant within any applicable grace period, Landlord shall have the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(1) The rights and remedies provided by California Civil Code Section 1951.4, which allows Landlord to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover Rent and any other additional monetary charges as they become due, for as long as Landlord does not terminate Tenant's right to possession; provided, however, if Landlord elects to exercise its remedies described in this Section 17(b)(1) and Landlord does not terminate this Lease, and if Tenant requests Landlord's consent to an assignment of this Lease or a sublease of the Premises at such time as Tenant is in default, Landlord shall not unreasonably withhold its consent to such assignment or sublease. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not constitute a termination of Tenant's right to possession;

(2) The right to terminate this Lease by giving notice to Tenant in accordance with applicable law and Section 20(d) hereof; and

(3) The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Landlord for Tenant pursuant to this Section 17.

(c) No Waiver of Indemnification. Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity shall affect the right of Landlord to any right of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Tenant, and all rights to indemnification or other obligations of Tenant which are intended to be performed after termination of this Lease shall survive termination of this Lease and termination of Tenant's right to possession under this Lease.

(d) Landlord's Default. It shall be a default and breach of this Lease by Landlord if Landlord materially fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after receipt of written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same.

18. Signage. Tenant, at its own expense, shall have the right to place signage on the exterior of the Premises for maximum visibility to the extent allowable by the City of National City. The exact location, size, design and colors of such signage shall be submitted by Tenant to Landlord and shall be subject to approval of the Landlord, such approval not to be unreasonably withheld, conditioned, or delayed. The wiring and installation of such signage shall be done at Tenant's expense, subject to inspection and reasonable approval of Landlord. Any and all signage shall be subject to applicable sign ordinances and regulations, and appropriate City of National City approvals regarding number, size, and color. If Landlord revises the signage plan, after Tenant has erected a sign to which Landlord has granted consent, Tenant agrees, at Landlord's expense, to

make the necessary changes to its sign in order to conform the sign to Landlord's signage plan, as enacted or revised.

19. Quiet Enjoyment. Upon payment by Tenant of the Rent, the Premises Costs and any additional rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any mortgage and/or deed of trust to which this Lease is subordinate and subject to Landlord's right from time to time to perform tenant improvement work in other space in the Building, which will involve, among other things, construction noise, the use of scaffolding, delays in the use of the Building's elevators, the presence of work crews and the use of the Building's elevators by work crews, provided, however, that such work does not materially interfere with Tenant's use of the Premises.

20. Landlord Exclusive Control.

(a) Building Alterations. Landlord shall have the sole and exclusive control of the Building, as well as the right to make changes to the Building so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease. Landlord has the right, but not the obligation, to (i) restrain the use of the Building and/or common areas by unauthorized persons, (ii) utilize from time to time any portion of the Building and/or common areas for promotional and related matters, (iii) temporarily close any portion of the Building and/or common areas for repairs, improvements or alterations, or (iv) change the shape and size of the Building and/or common areas or change the location of improvements within the Building and/or common areas, including, without limitation, parking structures and other parking facilities, roadways and curb cuts. Landlord may determine the nature, size and extent of the common areas as well as make changes to the common areas from time to time which, in Landlord's opinion, are deemed desirable so long as the same does not negatively impact the Building or Premises or Tenant's use, occupancy and enjoyment thereof or Tenant's rights under this Lease.

(b) Landlord's Rights. Landlord reserves the right to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises or outside the Premises, change the boundary lines of the Building and install, use, maintain, repair, alter or relocate, expand and replace any common areas. Such rights of Landlord shall include, but are not limited to, designating from time to time certain portions of the common areas as exclusively for the benefit of certain tenants in the Building.

(c) Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises (a) at reasonable times upon reasonable notice, (i) for the purpose of inspecting the same, (ii) making such alterations, repairs, improvements or additions to the Premises or to the building located on the Premises as Landlord is obligated or permitted to do under this Lease, and (iii) showing the same to prospective lenders or purchasers, and (b) within the last 90 days of the term hereof to prospective lessees. In addition, Landlord, with the prior consent of Tenant's facility manager which shall not be unreasonably withheld, may use the dining area located at the Premises

at an agreed upon date and time for resident activities, so long as such use does not interfere with Tenant's operations, is not for political or religious purposes and provided, further, that Landlord shall return the dining area to the condition it was in prior to Landlord's use.

(d) Termination and Entry. In the event Landlord terminates this Lease pursuant to the terms hereof, Landlord may (upon three (3) days' notice as provided in Sections 1161 and 1162 of the California Code of Civil Procedure or upon notice in lieu thereof), re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim under this Lease. Such termination shall not relieve Tenant of any obligation hereunder that has accrued prior to the date of such termination. Landlord may take possession of all personal property of Tenant and of any other person that is located on the Premises, which property shall be deemed abandoned and in that event such items may be retained by Landlord as its property or disposed of by Landlord, in such manner as Landlord shall determine, and at Tenant's expense. Tenant and any sublessee hereby expressly waives any and all rights of redemption granted by or under present or future laws (including, without limitation, Sections 1174 and 1179 of California Code of Civil Procedure) in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Premises by reason of a default of Tenant under this Lease, or otherwise.

21. Subordination. Tenant agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Premises, provided that each of Landlord's mortgagees shall either enter into a subordination, non-disturbance and attornment agreement upon terms and conditions reasonably acceptable to Tenant, with Tenant, or cause each such mortgagee to provide that so long as Tenant is not in default under this Lease, Tenant's quiet possession of the Premises shall remain undisturbed, on the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee.

22. Estoppel Certificates. Tenant, at any time and from time to time, upon not less than thirty (30) days' prior written notice from Landlord, agrees to execute and deliver to Landlord (on a form prepared by Landlord) a statement (a) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the Rent, Premises Costs and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed evidencing the status of this Lease.

23. Notices. All notices under this Lease shall be in writing and sent (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). All notices shall be delivered to the following addresses or such other addresses as changed by any party from time to time by written notice to the other parties hereto.

Landlord: D Avenue Housing Associates, L.P.
c/o Community HousingWorks
3111 Camino del Rio North, Suite 800 San Diego, CA 92108
Attention: Kevin Leichner, Senior Vice President

Copy to: Downs Pham & Kuei LLP
235 Montgomery St., Suite 1169
San Francisco, CA 94104
Attention: Irene C. Kuei

And to Bank of America, N.A.
MA1-225-02-02
225 Franklin Street
Boston, MA 02110

Tenant: City of National City
1243 National City Boulevard National City, CA 91950
Attention: City Manager

24. **No Brokers**. Landlord and Tenant each represents and warrants to one another that no broker has been involved in the negotiation or consummation of this Lease. Tenant and Landlord each agree to indemnify, defend (with an attorney of the indemnitee's choice) and hold the other harmless from and against all claims, demands, causes of action and liabilities, including without limitation attorneys' fees and costs, arising out of a claim for a commission by any other broker purporting to have acted on behalf of the indemnifying party.

25. **Force Majeure**. Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, material restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

26. **General Conditions**.

(a) Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Captions. The captions in this Lease are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Lease or any of the provisions of this Lease.

(c) Partial Invalidity. Any provision of this Lease which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall have no effect, but all the remaining provisions of this Lease shall remain in full effect.

(d) No Third-Party Rights. Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties to this Lease and their respective successors and assigns, any rights or remedies.

(e) Time Of Essence. Time is of the essence in this Lease.

(f) Relationship. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Landlord and Tenant or between either or both of them and any third party.

(g) Tenant Approval. Whenever a reference is made herein to an action or approval to be undertaken by the Tenant, the City Manager of the City of National or his or her designee is authorized to act on behalf of the Tenant (without further approval from the City Council) unless specifically provided otherwise or the context should require otherwise.

(h) Exhibits Incorporated. All exhibits referred to in and attached to this Lease are hereby incorporated in this Lease by this reference.

(i) Further Assurances. Landlord and Tenant agree to execute all such instruments and documents and to take all actions which are reasonably necessary to carry out this Lease or accomplish its intent.

(j) Incorporation of Prior Agreements. This Lease contains all agreements of Landlord and Tenant with respect to any matter mentioned, or dealt with, herein. No prior agreement or understanding pertaining to any such matter shall be binding upon Landlord or Tenant.

(k) Amendment. This Lease may only be amended by written agreement signed by Landlord and by Tenant.

(l) No Waiver. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary obtaining such Landlord's consent to or approval of any subsequent act. No waiver by either party shall be effective unless it is in writing, executed on behalf of such party.

(m) Consents. All consents to be given by either party shall be reasonably and timely given.

(n) No Leasehold Mortgages. Tenant shall not encumber its leasehold interest in the Premises, without the prior written approval of the Landlord.

(o) Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises.

(p) Signature Authority. All individuals signing this Lease for a party which is a

corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the each other party hereto that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

(q) Approval Rights of Limited Partner and Lenders. Tenant acknowledges that Landlord may be required to obtain the approval of Landlord's limited partner with respect to the various matters for which Landlord's approval is required hereunder and with respect to any amendment, assignment, sublease, modification or voluntary termination for surrender of this Lease. Tenant further acknowledges that Landlord may have to obtain the consent of its lenders who hold the Building as collateral with respect to any amendment, modification or voluntary termination or surrender of this Lease.

(r) Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

(s) Attorneys' Fees. If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Lease, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, copying and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

TENANT:

CITY OF NATIONAL CITY

By: _____
Benjamin A. Martinez,
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LANDLORD:

D AVENUE HOUSING ASSOCIATES, L.P.,
a California limited partnership

By: CHW D Avenue, LLC,
a California limited liability company,
its General Partner

By: Community HousingWorks,
a California nonprofit public benefit corporation,
its Sole Member and Manager

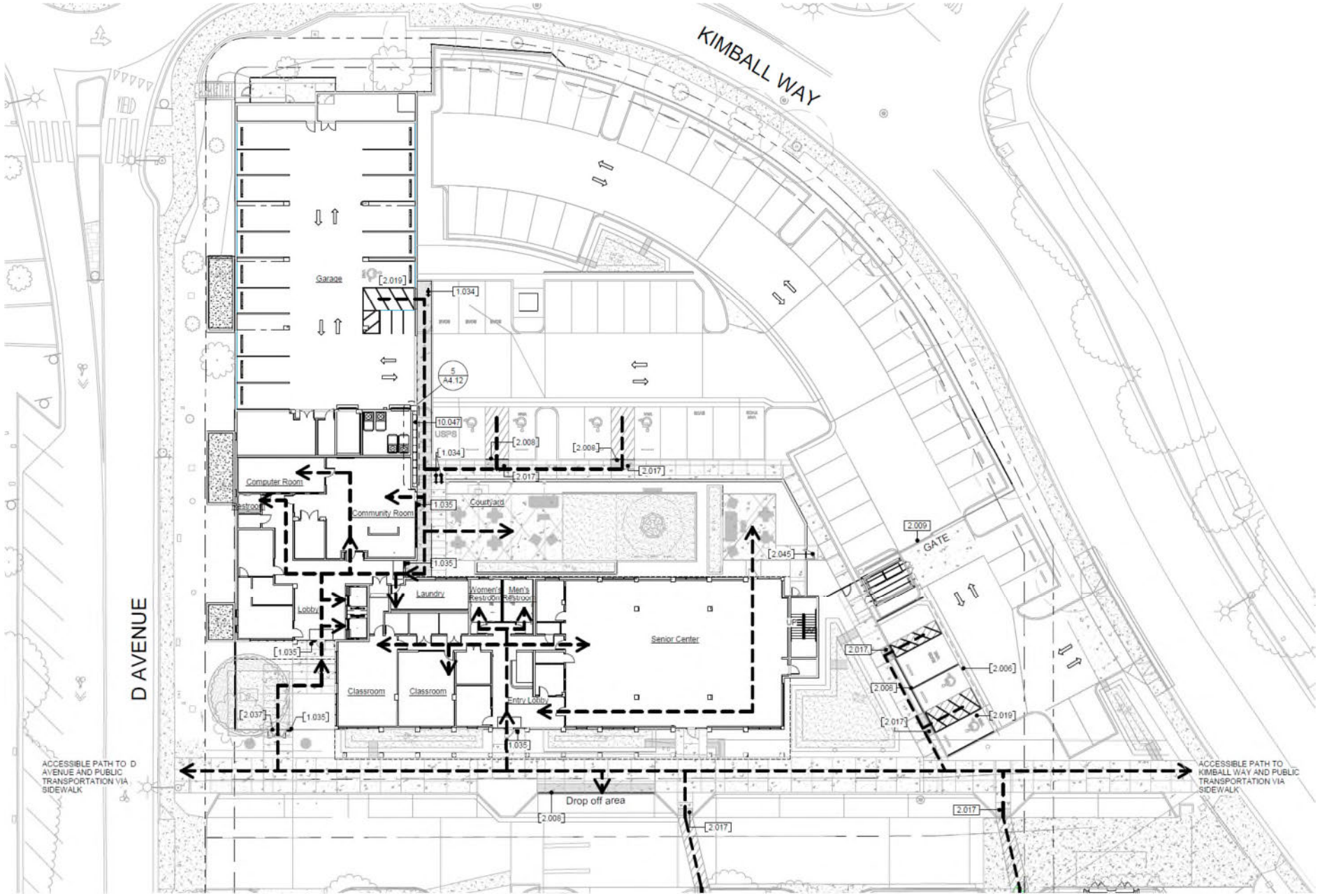
By: [redacted]
Kevin Leichner
Senior Vice President

EXHIBIT A

PREMISES

Exhibit A

Premises



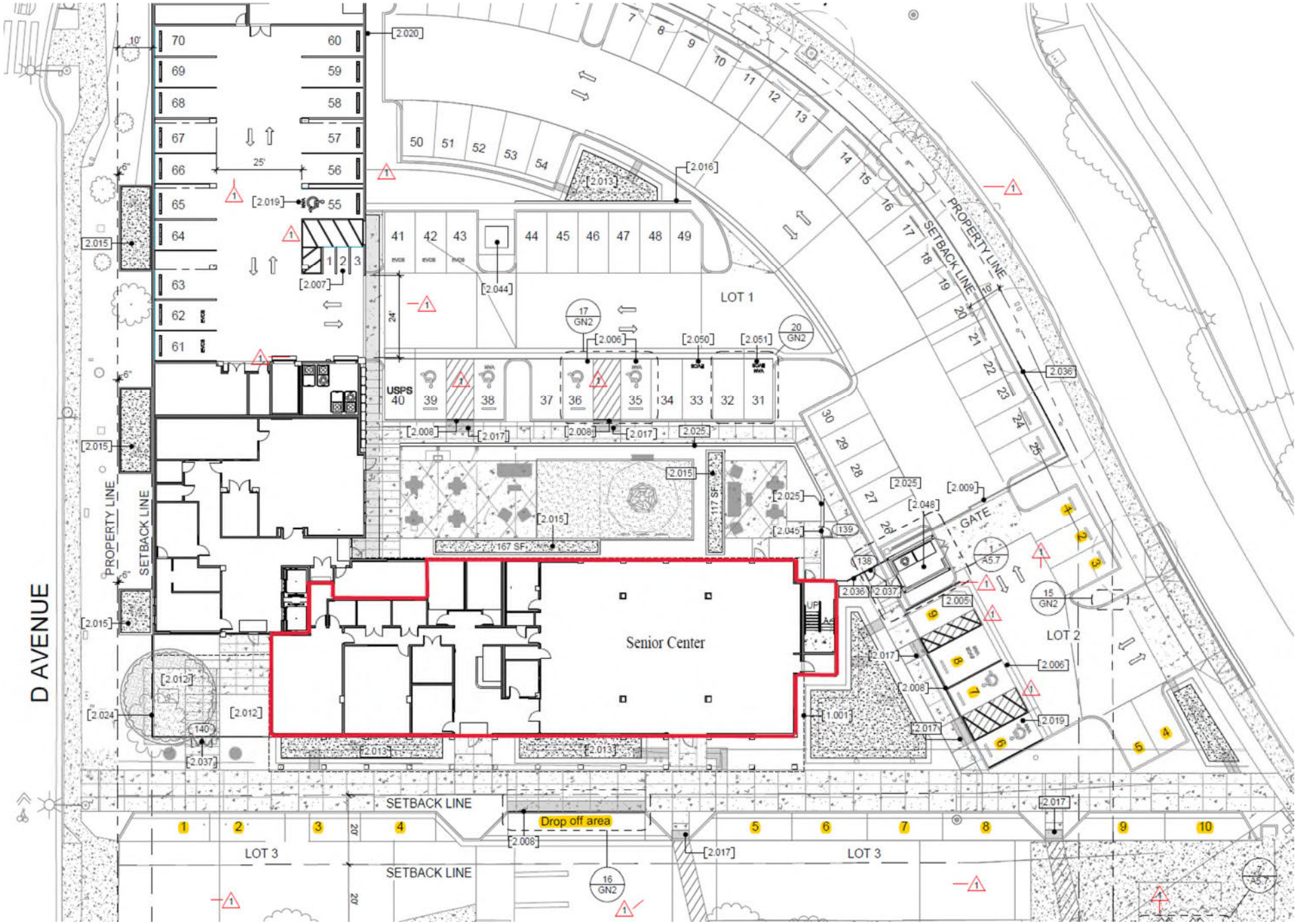

D AVENUE
PROPERTY LINE
SETBACK LINE
Senior Center
LOT 1
LOT 2
LOT 3
LOT 3
SETBACK LINE
SETBACK LINE
PROPERTY LINE
GATE
Drop off area
USPS
167 SF
117 SF
25'
24'
20'
20'

EXHIBIT B

RULES & REGULATIONS

1) Landlord shall provide two (2) keys to Tenant for the Premises. Tenant shall provide one copy to Landlord of all new locks or bolts Tenant install in any door or window of the Premises within three (3) days of such installation. Upon termination of the Lease, all keys to the Premises shall be surrendered to Landlord.

2) Tenant shall keep the Premises clean and sanitary.

3) Tenant shall have no access to Landlord's agents for maintenance work in the Premises. Landlord's agents shall not perform any work other than its regular duties, except when so directed by Landlord.

4) Tenant shall not disturb, solicit, or canvas any occupant of the Building.

5) Tenant shall store all trash within Tenant's separately designated trash bins inside the trash room, and dispose of such trash and recycling through regularly scheduled pick- ups. No trash bins shall be left on the sidewalk. No material shall be placed in trash bins if disposal in the ordinary and customary manner in National City would violate any applicable law or ordinance. Tenant shall keep the top of its designated trash bins and the area underneath and immediately surroundings their trash bins clean, clear and free from trash. Tenant shall make no use of the Building's trash dumpster, bins or other containers used by Landlord for the storage of the Building's trash.

6) Any trash bins outside the Premises must be locked at all times.

7) Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMERCIAL LEASE BY AND BETWEEN THE CITY OF NATIONAL CITY AND D AVENUE HOUSING ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP FOR THE SENIOR CENTER FACILITY FOR 65 YEARS AT A RENT EQUAL TO $1.00 PER YEAR.

WHEREAS, a Disposition and Development Agreement ("DDA") by and among the Community Development Commission–Housing Authority of the City of National City ("CDC-HA") and Community HousingWorks (D Avenue Housing Associates, L.P.) for the Kimball Highland Master Plan was executed on October 20, 2020, per Resolution 2020-77; and

WHEREAS, phase two of the DDA included the construction of a fully furnished and equipped turnkey operational Senior Center to be used by CDC-HA.; and

WHEREAS, the "Senior Center Lease" is defined as a commercial lease by and between the "Landlord" (D Avenue Housing Associates, L.P.) and "Tenant" (City of National City or City) relating to the Senior Center; and

WHEREAS, the Senior Center will have a triple net lease for a term of 65 years at a rent equal to $1.00 per year; and

WHEREAS, the "Triple Net Lease" requires the Tenant to pay its own utilities, janitorial, trash removal, repairs, maintenance, and other operating expenses directly relating to the use of the premises in addition to rent; and

WHEREAS, the Tenant will not be required to pay any security deposit to the Landlord; and

WHEREAS, the Senior Center will be an approximately 7,700 square foot space located on the first floor of the attached affordable housing project constructed by D Avenue Housing Associates, L.P., including a large community room, restrooms, kitchen, reception area, offices, classrooms, mailbox, trash enclosure, and storage space; and

WHEREAS, a total of 19 designated parking spaces will be provided, including 4 staff parking spaces, 3 ADA-compliant parking spaces, 16 visitor parking spaces, and 1 drop-off area; and

WHEREAS, the Senior Center will be used to provide senior services and for education, exercise, and wellness-related uses for seniors.

NOW, THEREFORE, THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: The City of National City hereby authorizes the City Manager or his designee to execute a Commercial Lease Agreement for the Senior Center facility for $1.00 per year for 65 years.

Section 2: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 15th day of October, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for beer and wine sales at an existing restaurant (La Malcriada Birrieria) located at 1604 E. 18th Street, Suites A & B.

RECOMMENDATION:
Staff Recommends Approval of the Sale of On-Site Beer and Wine, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-15, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Minor Mixed-Use Corridor Zone and Would be Accessory to Food Sales in the Restaurant.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On October 7, 2024, the Planning Commission recommended approval of the CUP by a unanimous vote of those present.

Ayes: Armenta, Castle, Forman, Miller, Sanchez, Valenzuela Absent: Quinones

EXPLANATION:
The operator of La Malcriada Birrieria restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer beer and wine sales. The hours of operation as proposed by the applicant are 8:00 a.m. to 10:00 p.m. daily inside the restaurant and 8:00 a.m. to 9:00 p.m. daily outside on an existing patio.

The Planning Commission conducted a public hearing on October 7, 2024, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Planning Commission Staff Report with attachments
Exhibit B – 10/7/24 Planning Commission PowerPoint slides

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (LA MALCRIADA BIRRIERIA) LOCATED AT 1604 EAST 18TH STREET, SUITES A & B.
Case File No.:	2024-16 CUP
Location:	Southeast corner of Palm Avenue and East 18th Street
Assessor's Parcel Nos.:	561-360-46-00
Staff report by:	Sophia Depew, Assistant Planner
Applicant:	Andrea Rivas
Zoning designation:	Minor Mixed-Use Corridor (MXC-1)
Adjacent use and zoning:	
North:	7 Eleven, Multifamily Residential / MXC-1 and High-Density Multi-Unit Residential (RM-2)
East:	Barber Shop, Single-Family Residential, Golf Course / MXC-1 and Open Space (OS)
South:	Single-Family Residential / MXC-1 and RS-2
West:	Munchies Corner Store and Single-Family Residential / MXC-1 and RS-2
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)

Staff recommendation: Approve

Staff Recommendation

Staff recommends approval of the sale of on-site beer and wine, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of beer and wine is a conditionally-allowed use in the Minor Mixed-Use Corridor zone and would be accessory to food sales at the restaurant.

Executive Summary

The operator of La Malcriada Birrieria restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer beer and wine sales. Currently, the hours of operation are from 8:00 a.m. to 7:00 p.m. The applicant is proposing to increase hours of operation from 8:00 a.m. to 10:00 p.m. daily. Proposed hours of alcohol sales are daily from 8:00 a.m. to 10:00 p.m. inside the restaurant and from 8:00 a.m. to 9:00 p.m. outside on the patio.

Site Characteristics

La Malcriada Birrieria is an existing restaurant located at the corner of E 18th Street and Palm Avenue within the Minor Mixed-Use Corridor zone. The restaurant is 960 square feet in size, with approximately 340 square feet dedicated to dining area. The outdoor patio is 180 square feet. The restaurant has 37 seats available inside and an additional 12 seats available outside on the patio.

Proposed Use

The business is proposing to sell beer and wine on site (ABC Type 41) in conjunction with food sales in the restaurant. Restaurant hours will be 8:00 a.m. to 10:00 p.m. daily. Proposed hours of alcohol sales are daily from 8:00 a.m. to 10:00 p.m. inside the restaurant and from 8:00 a.m. to 9:00 p.m. outside on the patio. No live entertainment is proposed.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

The site was previously approved for the same type of ABC License (Type 41) with a CUP in 2019 that has since expired due to a discontinued use for a period of 12 months or longer.

Hours of Operation for Alcohol Sales

Conditions of approval for alcohol sales reflect what the applicant has requested (8:00 a.m. to 10:00 p.m. indoors and 8:00 a.m. to 9:00 p.m. outdoors daily). The applicant has stated that the proposed hours are the maximum that could be expected, depending on the future success of the business. Current hours are advertised as 8:00 a.m. to 7:00 p.m. The previous CUP approval was for 10:00 a.m. to 10:00 p.m. No live entertainment is proposed.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 371 occupants and owners.

Comments

The Planning Division has not received any public comment as of the writing this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Wednesday, September 11, 2024 at 6:00 p.m. at the restaurant. The meeting advertisement is attached (Attachment 8); Based on the attached sign-in sheet, no community members attended the meeting.

Distance Requirements – Chapter 18.030.050 (D) of the Land Use Code (LUC) requires a 660-foot distance from any public school for restaurants serving alcohol; Restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question meets this requirement with approximately 35% of its floor area devoted to seating. Las Palmas Elementary School is approximately 560 feet away.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently three on-site licenses in census tract 121.01, where a maximum of two are recommended. The census tract is considered over concentrated by ABC with regard to on-site alcohol sales outlets.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 11 points, which places it in the Low Risk category (Low Risk is considered 12 or less points). The risk assessment is included as Attachment 6.

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training. See the California Alcoholic Beverage Control website for future trainings.
2. Require signage indicating that alcoholic beverages may not be taken beyond the front patio exit and into the parking lot.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. The application is for a restaurant use and the proposed alcohol sales are incidental to the primary use. Conditions of approval are included that restrict live entertainment.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales are allowable within Minor Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. The use is incidental to the existing restaurant use in a mixed-use area.

2. General Plan Consistency: Alcohol sales is a permitted use, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is consistent with the Minor Mixed-Use Corridor zone land use designation and the Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food service.

4. No Nuisance: The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. There is no live entertainment proposed on site.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in Minor Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The restaurant, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add character to the area.

Findings for Denial

The following are findings for denial due to nearby businesses that sell beer and wine:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets – There are three on-sale licenses, where a maximum of two are recommended.

2. The proposed use is not deemed essential to the public necessity, as there are three restaurants in census tract 121.01 that already serve beer and wine.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in Minor Mixed-Use Corridor zone. The proposed use would be incidental to the proposed restaurant use in a commercial area. The addition of on-site beer and wine sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Although the census tract in which the restaurant is located is over-concentrated with regard to on-sale alcohol licenses, beer and wine will only be available with the sale of food and the Police Department has classified the establishment as Low Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2024-16 CUP, subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2024-16 CUP based on the attached findings or findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2024-16 CUP, dated 9/19/2024)
4. Public Hearing Notice (Sent to 371 property owners & occupants)

5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Information

RESOLUTION NO. 2024-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT EXISTING RESTAURANT (LA MALCRIADA BIRRIERIA) LOCATED AT 1604 EAST 18TH STREET, SUITES A & B.
CASE FILE NO. 2024-16 CUP
APN: 561-360-46-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at an existing restaurant (La Malcriada Birrieria) located at 1604 East 18th Street, Suites A & B at a duly advertised public hearing held on October 7, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-16 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on October 7, 2024, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with

alcohol sales is consistent with the Minor Mixed-Use Corridor zone land use designation and the Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed alcohol sales would be incidental to the primary use of food sales.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in permitted Minor Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add character to the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding

uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at an existing restaurant (La Malcriada Birrieria) located at 1604 E 18th Street, Suites A & B. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024-16 CUP, dated 9/19/2024.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
8. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. to 10:00 p.m. inside the restaurant and from 8:00 a.m. to 9:00 p.m. outside on the patio, daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
11. Alcohol shall be available only in conjunction with the purchase of food.
12. The sale of alcoholic beverages for off-site consumption is not permitted at this location. Signage shall be posted in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.
13. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.
14. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

15. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 7, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

RESOLUTION NO. 2024-15

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR
BEER AND WINE SALES AT AN EXISTING RESTAURANT (LA MALCRIADA
BIRRIERIA) LOCATED AT 1604 EAST 18TH STREET, SUITES A & B.
CASE FILE NO. 2024-16 CUP
APN: 561-360-46-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at an existing restaurant (La Malcriada Birrieria) located at 1604 East 18th Street, Suites A & B at a duly advertised public hearing held on October 7, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-16 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on October 7, 2024 support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets – three on-sale outlets are permitted where two are recommended by the California Department of Alcoholic Beverage Control.

2. The proposed use is not deemed essential to the public necessity, as there are already three restaurants in the same census tract that serve beer and wine.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 7, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

2024-16 CUP – 1604 E 18th Street, Suites A & B – Overhead



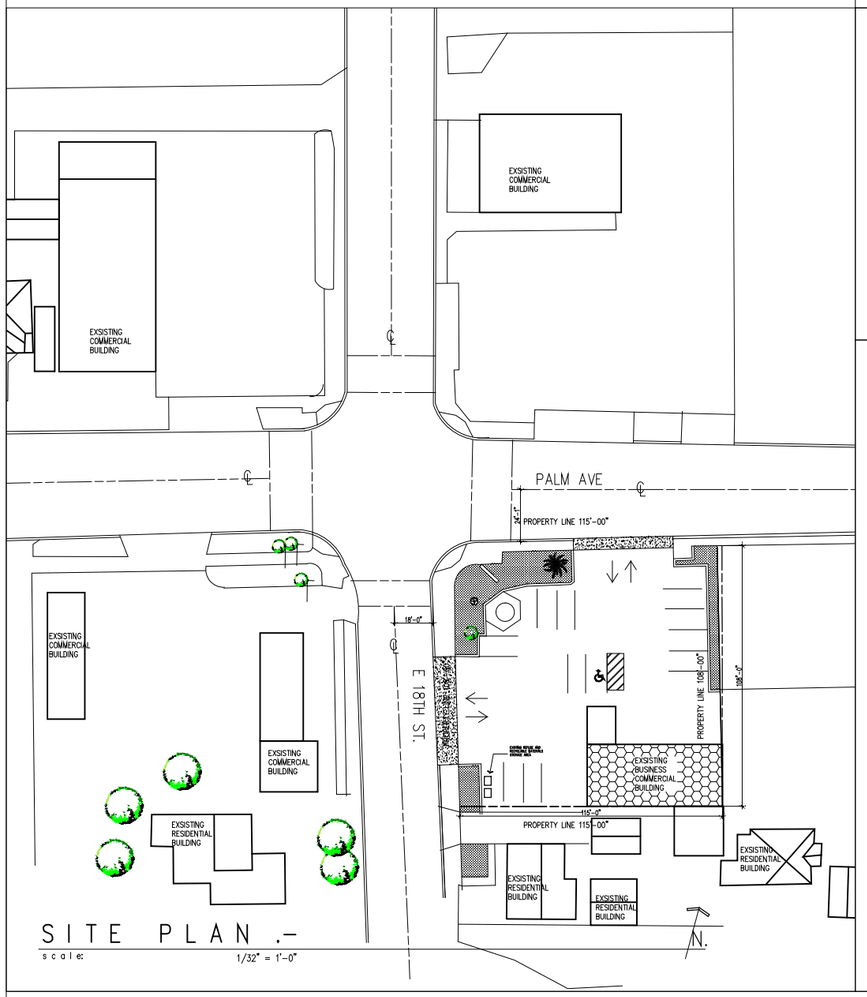
N

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MPPERMITS, INC. AND WHERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MP PERMITS, INC.

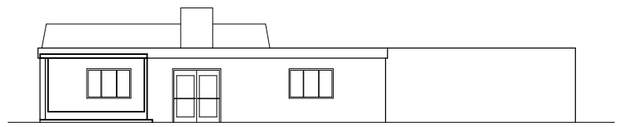
NOTES:
1. ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.

2. NO ADDITIONAL PARKING REQUIRED FOR THIS PROJECT

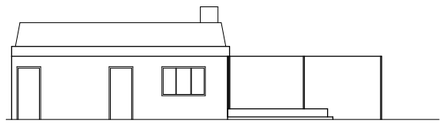
3. ALL SHOWN PARKING IS EXISTING LEVEL PAVED PARKING



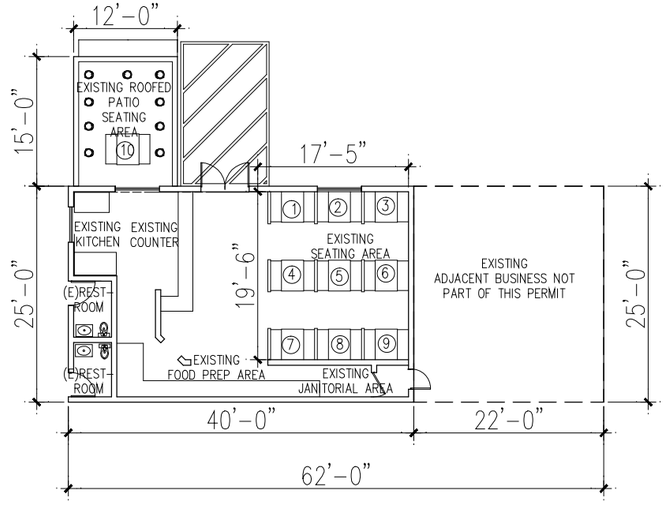
SITE PLAN .-
scale: 1/32" = 1'-0"



FRONT ELEVATION .-
scale: 1/8" = 1'-0"

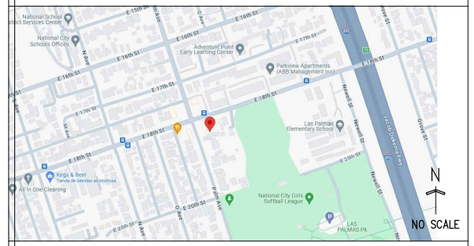


SIDE ELEVATION .-
scale: 1/8" = 1'-0"



FLOOR PLAN .-
scale: 1/8" = 1'-0"

VICINITY MAP



SCOPE OF WORK

CONDITIONAL USE PERMIT:
CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) TYPE-41 LICENSE

ABBREVIATIONS AND DESCRIPTIONS

A	AMPERES	KS	KNEE SPACE
AC	ALTERNATING CURRENT	KVA	KILO-VOLTAMPERE
A/C	AIR CONDITIONING	KW	KILO-WATT
AIC	AMPERES INTERRUPTING CAPACITY	KWH	KILO-WATT-HOUR
AFC	AVAILABLE FAULT CURRENT		
AFF	ABOVE FINISHED FLOOR	LBS	POUNDS
AFG	ABOVE FINISHED GRADE	LF	LINEAL FEET
AF	AMP FRAME/AMP FUSE	LOC	LOCATION
ABV	ABOVE	LT	LIGHT
AL	ALUMINUM	LTG	LIGHTING
ARCH	ARCHITEC OR ACHITECTURAL	LV	LOW VOLTAGE
AS	AMP SWITCH		
AT	AMP TRIP	MH	MOUNTING HEIGHT
ATS	AUTOMATIC TRANSFER SWITCH	MANUF	MANUFACTURER
AWG	AUAMERICAN WIRE GAUGE	MAX	MAXIMUM
		MC	MECHANICAL CONTRACTOR
B/G	BELOW GRADE	MCC	MOTOR CONTROL CENTER
BKBD	BACKBOARD	MCP	MOTOR CIRCUIT PROTECTION
BEL	BELOW	MECH	MECHANICAL
		MIN	MINIMUM
C	CONDUIT WITH WIRE	MLO	MAIN LUGS ONLY
CATV	CABLE TELEVISION	MTD	MOUNTED
CCTV	CLOSED CIRCUIT TELEVISION	MTG	MOUNTING
CB	CIRCUIT BREAKER		
CLG	CEILING	N	NEUTRAL
CLF	CURRENT LIMITING FUSE	NC	NORMALLY CLOSED
CLR	CLEAR	NEC	NATIONAL ELECTRIC CODE
CO	CONDUIT ONLY WITH NYLON PULLCORD	NIC	NOT IN CONTRACT
COAX	COAXIAL CABLE	NL	NIGHT LIGHT
CONC	CONCRETE	NTS	NOT TO SCALE
CONN	CONNECT OR CONNECTION	NO	NORMALLY OPEN
CONT	CONTINUATION		
CONTR	CONTRATOR	OC	ON CENTER
CPT	CONTROL POWER TRANSFORMER	OFCI	OWNER FURNISHEDCONTRACTOR INSTALLED
CU	COPPER		
CT	CURRENT TRANSFORMER	PB	PULLBOX
CW	COLD WATER	PC	PHOTOCELL CONTROL
		PCTC	PHOTOCELL/TIMECLOCK CONTROL
D	DEDICATED OUTLET	PE	PNEUMATIC-ELECTRIC
DC	DIRECT CURRENT	PH	PHASE
DIA	DIAMETER	PIV	POST INDICATING VALVE
DISC	DISCONNECTC	PL	PILOT LIGHT
DIST	DISTRIBUTION	PLBG	PLUMBING
DL	DAMP LOCATION	PNL	PANEL
DB	DISTRIBUTION SWITCHBOARD	PVC	POLYVINYL CHLORIDE
DWGS	DRAWINGS	PWR	POWER
		PP	POWER POLE
EA	EACH	PS	POWER SENTRI EMERGENCY BATTERY UNIT
EB	90-MINUTE BATTERY CONNECTED TO UNIT	Q	FIXTURE WITH QUARTZ RESTRIKE
EC	ELECTRICAL CONTRACTOR	QTY	QUANTITY
EDF	ELECTRICAL DRINKING FOUNTAIN		
EG	CONNECTED TO EMERGENCY GENERATOR	REC	RECESSED
EF	EXHAUST FAN	RECEPT	RECEPTACLE
	CONNECTED TO EMERGENCY INVERTER	REF	REFRIGERATOR
ELECT	ELECTRICAL	REQ	REQUIREMENTS
ELEV	ELEVATION/ELEVATOR	RGS	RIGID GALVANIZED STEEL
EMER, EM	EMERGENCY	RM	ROOM
EMT	ELECTRO-METALLIC TUBING		
EQUIP	EQUIPMENT	SB	STANDBY
EXIST, EX	EXISTING	SD	SMOKE DETECTOR
		SPEC	SPECIFICATION
F	DEGREES FAHRENHEIT	SQ.FT	SQUARE FEET OR SQUARE FOOT
FA	FIRE ALARM	STRUCT	STRUCTURAL
FFE	FINISH FLOOR ELEVATION	SW	SWITCH
FIN.	FINISH OR FINISHED	SWBD	SWITCHBOARD
FIXT	FIXTURE	SWGR	SWITCHGEAR
FLUOR	FLUORESCENT		
FT	FEET OR FOOT	TEMP	TEMPERATURE OR TEMPORARY
FTG	FOOTING	TV	TELEVISION
FVNR	FULL VOLTAGE NON-REVERSING	TEL, TELE	TELEPHONE
		TC	TIMECLOCK
G	GROUND BUS OR WIRE	TRANSF	TRANSFORMER
GA	GAUGE	TYP	TYPICAL
GALV	GALVANIZED		
GC	GENERAL CONTRACTOR	UGPS	UNDERGROUND PULL SECTION
GD	GARBAGE DISPOSAL	UL	UNDERWRITERS LABORATORIES
GFI	GROUND FAULT INTERRUPTER	UNO	UNLESS NOTED OTHERWISE
GFR	GROUND FAULT RELAY		
GG	GREEN GROUND	V	VOLTS
GND	GROUND	VA	VOLTAMPERE
		VFD	VARIABLE FREQUENCY DRIVE
H	HORIZONTAL		
HAZMAT	HAZARDOUS MATERIAL	W	WITH
HR	HOUR	WH	WATER HEARTER
HP	HORSEPOWER	WP	WEATHER PROOF
HOA	HAND-OFF-AUTOMATIC	WT	WEIGHT
HT	HEIGHT		
HTR	HEATER	X	EXISTING
HZ	HERTZ	XFMR	TRANSFORMER
IG	ISOLATED GROUND	XL	EXISTING TO BE RELOCATED
IMC	INTERMEDIATE METAL CONDUIT	XN	NEW LOCATION OF RELOCATED FIXTURE
INCAND	INCANDESCENT	XR	EXISTING TO BE REMOVED
J-BOX	JUNCTION BOX		

CITY TITLE BLOCK
CITY OF NATIONAL CITY

DEVELOPMENT SUMMARY

ASSESSOR'S PARCEL NUMBERS:

561-360-46-00

ADDRESS:

1604 E 18TH ST
NATIONAL CITY CA 91950

LEGAL DESCRIPTION:

TR 166 1/4 SEC 128*LOT 1 IN*POR*

PROPERTY OWNER:
ANTHONY FILIPINI
42050 KARRIE LN
MURRIETA CA 9256

APPLICANT:
ANDREA RIVAS
1604 E. 18TH ST.
NATIONAL CITY, CA 91950

CONTACT PERSON:
Marco Polo Cortés
MP PERMITS, INC.
640 West Beech Street, Ste. 3-B
San Diego, CA 92101
(619) 852-4690
marco@cortescommunication

USE TYPE

RESTAURANT,

ZONE: MXC-1

LOT AREA:
12,420 SQFT

CONSTRUCTION AREA: 2046 SQFT

GENERAL NOTES

1.- MOBILE FOOD TRUCK OPERATION TO COMPY WITH CITY OF CHULA VISTA MUNICIPAL CODE MOBILE FOOD TRUCK OPERATION TO COMPY WITH CITY OF EL CAJON MUNICIPAL CODE APPLICABLE SECTIONS.

2.- ALL PARKING SPACES ARE TO BE KEPT CLEAR. ALL OFF-STREET PARKING SPACES ALL PARKING SPACES ARE TO BE KEPT CLEAR. ALL OFF-STREET PARKING SPACES AND AISLES ARE TO BE KEPT CLEAR OF PERMANENT AND TEMPORARY OBSTRUCTIONS.

3.- A VALID PERMIT FROM THE COUNTY OF SAN DIEGO DEPARTMENT OF ENVIRONMENTAL A VALID PERMIT FROM THE COUNTY OF SAN DIEGO DEPARTMENT OF ENVIRONMENTAL HEALTH IS REQUIRED FOR FOOD TRUCK OPERATION

4.- ALL OUTDOOR STORAGE AREAS SHALL BE LOCATED BEHIND A FENCE OF 6'-0" IN ALL OUTDOOR STORAGE AREAS SHALL BE LOCATED BEHIND A FENCE OF 6'-0" IN HEIGHT WITH PROPER SCREENING.

BUILDING CODE DATA

THIS PROJECT MUST COMPLY WITH:

2022 CALIFORNIA BUILDING CODE
2022 EDITION OF CALIFORNIA RESIDENTIAL CODE
2022 EDITION OF CALIFORNIA PLUMBING CODE
2022 EDITION OF CALIFORNIA ELECTRICAL CODE

MOBILE FOOD TRUCK OPERATION TO COMPLY WITH SDMC SEC 141.0612

PERMIT NO.____

APPLICANT NAME: ANDREA RIVAS
ASSESSOR PARCEL NO(S): 561-360-4600
REQUEST: CONDITIONAL USE PERMIT
PC RESOLUTION No. _____
CC RESOLUTION No. _____
ORDINANCE No._____

APPROVED BY:

_____

DATE:_____

1604 E. 18TH ST CUP

1604 EAST 18TH ST.
NATIONAL CITY, CA. 91950

PLAN FILE NUMBER_
A_____

DATE_
08.22.2024

JOB NUMBER_

DRAWN BY_
MARIMAR

REVISIONS_

SHEET NAME + No._
TITLE SHEET

T-01

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT AN EXISTING RESTAURANT (LA MALCRIADA BIRRIERIA) LOCATED AT 1604 E 18TH STREET, SUITES A & B

CASE FILE NO.: 2024-16 CUP

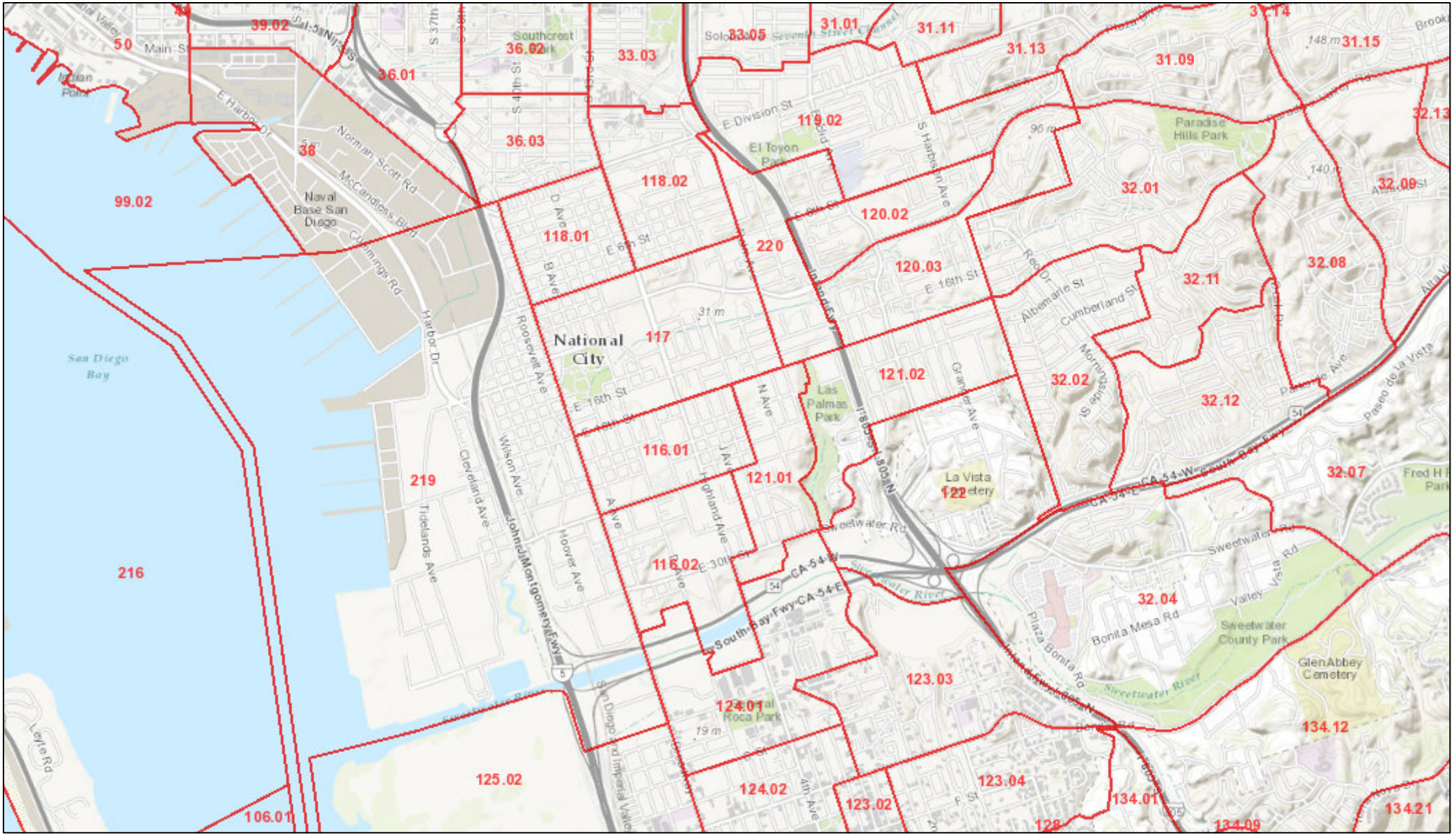
APN: 561-360-46-00

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **October 7, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Andrea Rivas)

The business is proposing to sell beer and wine on site (ABC Type 41) in conjunction with food sales at the existing restaurant (La Malcriada Birrieria). The applicant is proposing to sell alcohol indoors from 8:00 a.m. to 10:00 p.m. and outdoors from 8:00 a.m. to 9:00 p.m. daily. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 2:00 p.m., **October 7, 2024** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.



August 25, 2014

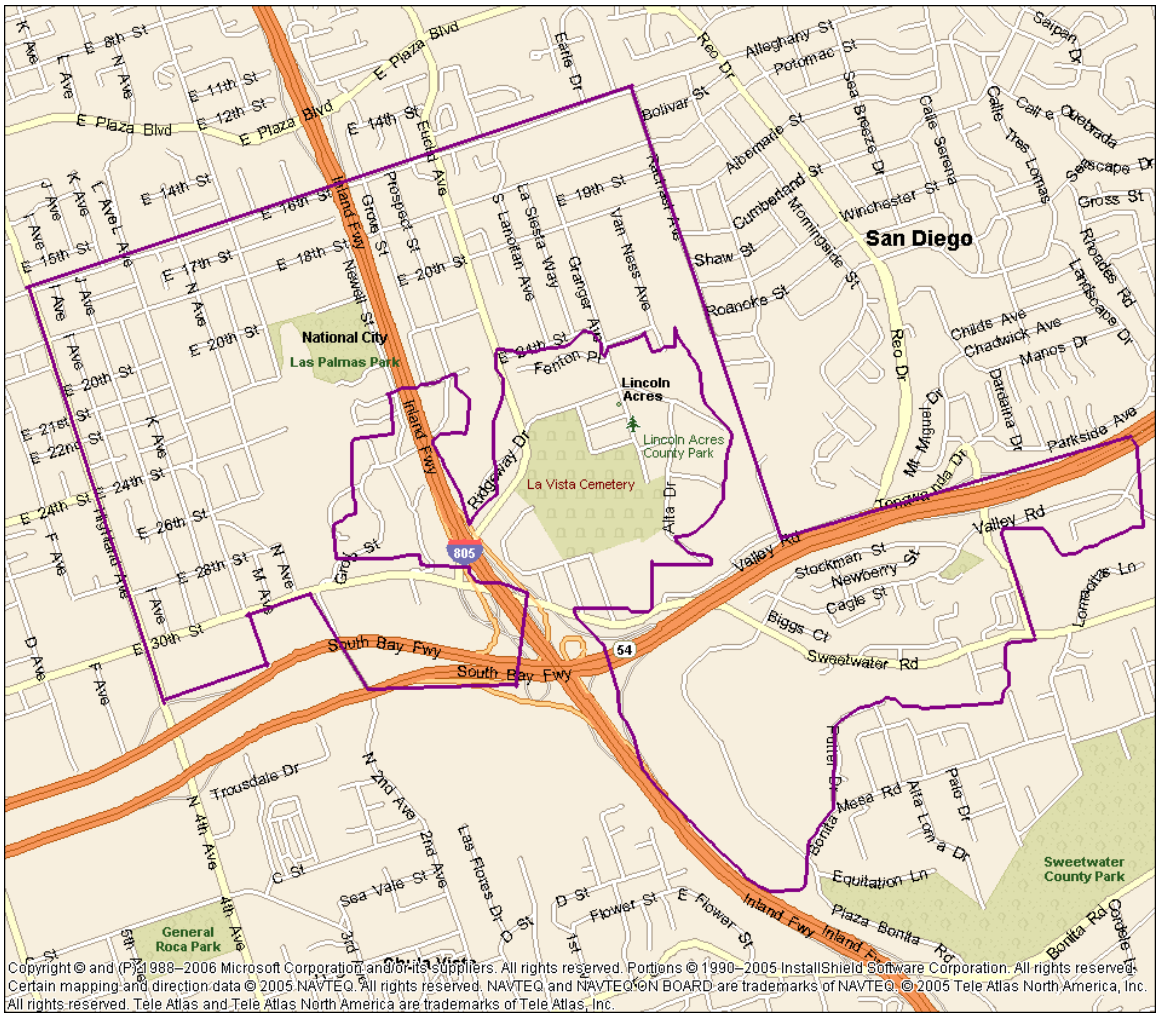
CensusTracts 2010

1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City
Beat 23

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 08/30/24

BUSINESS NAME: La Malcriada Birrieria

ADDRESS: 1604 E. 18th Street #A&B, National City, CA 91950

OWNER NAME: Andrea Rivas DOB: 04/23/95

OWNER ADDRESS: 245 Woodlawn Ave #G6, Chula Vista, CA 91910

(add additional owners on page 2)

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ✔ Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- ✔ Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

Notes:

- Currently, there are (2) on sale licenses authorized in tract 121.01
- Currently, there are (3) active on sale licenses in tract 121.01
- Currently, there are (1) off sale licenses authorized in tract 121.01
- Currently, there are (2) active off sale licenses in tract 121.01

VI. Calls for Service at Location (for previous 6 months)

- ✔ Below (1 pt)
  Average (2 pts)
  Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

  Mostly commercial businesses (1 pt)
- ✔ Some businesses, some residential (2 pts)
  Mostly residential (3 pts)

VIII. Owner(s) records check

- ✔ No criminal incidents (0 pts)
  Minor criminal incidents (2 pts)
  Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 11

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

Recommendation:

This business assessed at a XXXXX risk and is deserving of such a rating.

Owner has a CA Drivers license number of Y9964212

Completed by: Camacho Badge ID: 449

Revised: 8/16

Environmental Scan for
Proposed Type 41 Alcohol CUP

1604 East 18th Street, National City, CA 91950

Conducted: September 5, 2024



Photo of the proposed location.

An environmental scan was conducted on Thursday, September 5, 2024 for a proposed Type 41 on-sale alcohol license at 1604 East 18th Street. During a scan of the business and premises, the following was noted:

- The restaurant is on the corner of East 18th Street and Palm Avenue. There are businesses on each corner, such as La Morena Market, Guanatos Mexican Grill, Bottles & More Liquor and a 7-Eleven. The liquor store and 7-Eleven are approximately 350 feet from the proposed location.
- There is an established residential neighborhood to the East of Highland Ave.
- The location has a traditional car infrastructure and a nearby bus stop.

Youth Sensitive Areas

- Adventure Point Early Learning Center 1,000 feet away
- Las Palmas Elementary School 1,000 feet away
- Las Palmas Park with pool, and little league baseball field 2,600 feet away

Churches

United Church of Christ 1st Samoan, 800 feet away, is the closest one to this location.

Crime Rate

A follow up request for crime-related information from personnel within the City of National City Police Department may result in obtaining a more detailed crime rate for this location.

Considerations

The following are considerations if a CUP is issued:

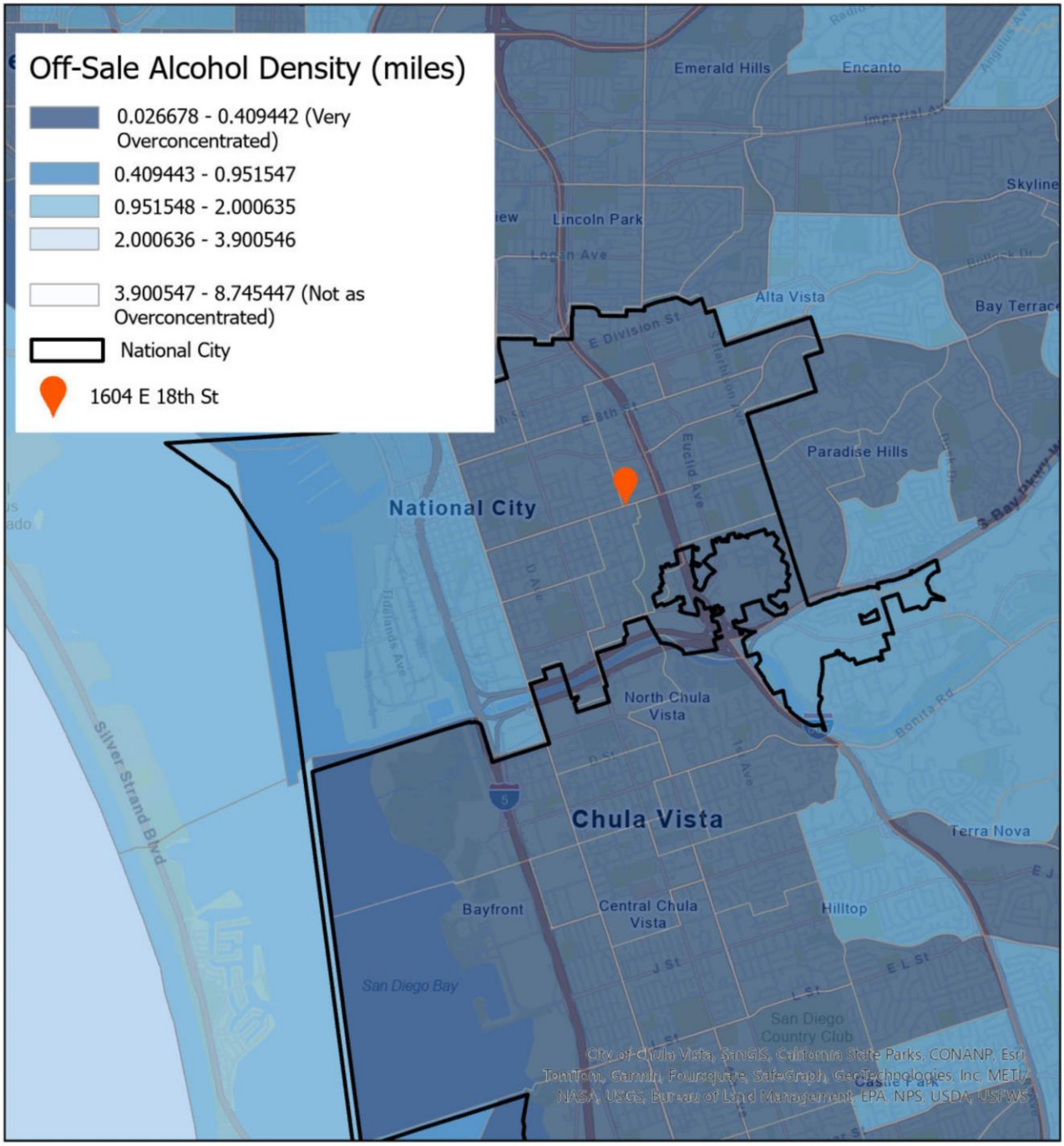
1. Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training. See the California Alcoholic Beverage Control website for future trainings.

2. Require signage indicating that alcoholic beverages may not be taken beyond the front patio exit and into the parking lot.

3. Consider establishing clear guidelines for when additional alcohol licenses will or will not be permitted within an already dense area. Please see below for outlet density description and map.

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as very dense. Additionally, according to the ABC, two (2) on-sale licenses are authorized for the census tract where 1604 East 18th Street, National City, is located. There are already three (3) on-sale licenses for this census tract according to ABC records – exceeding ABC recommendations.



IPS SOUTH BAY

BUDI
BINGE & UNDERAGE DRINKING INITIATIVE

Off-Sale Alcohol Outlet Density
Census Tract 220
1604 E 18th St,
National City, California, 91950

Alcohol density is the average distance between a person and their closest alcohol retailer.

Alcohol license data was accessed from the CA Dept of Alcoholic Beverage Control on 7/02/24.

N

0 0.25 0.5 1 Miles

September 1, 2024

Dear Resident / Business Owner:

You are cordially invited to attend a community meeting regarding a Conditional Use Permit (CUP) with the city of National City by Andrea Rivas *(Doing Business As – La Malcriada Birreria Restaurant*) for a California Department of Alcoholic Beverage Control (ABC) Type-41 license (beer and wine) to compliment their existing restaurant.

Wednesday, September 11, 2024
6:00pm to 7:00pm
Birreria La Malcriada Birreria Restaurant
1604 East 18th Street
National City, CA 91950

The applicant will provide an overview of their request and have a question and answer session shortly thereafter.

If you have any questions please feel free to contact Marco Cortes at (619) 852-4690 (or at marco@cortescommunications.com).

640 WEST BEECH STREET, STE. 3-B
SAN DIEGO, CA 92101
619-852-4690

September 13, 2024

Sophia Depew
Planning Technician
Community Development Department
City of National City
1243 National City Boulevard
National City, CA 91950

RE: ANDREA RIVAS (dba – LA MALCRIADA BIRRERIA RESTAURANT) Report for Community Meeting;

Ms. Depew:

On behalf of Andrea Rivas (dba – La Malcriada Birreria Restaurant), I am submitting a summary of the Community Meeting that was held on Wednesday, September 11, 2024, 6:00pm to 7:00pm, La Malcriada Birreria Restaurant located at 1604 East 18th Street, National City, CA 91950.

The applicant and I were present and began the meeting at 6:00pm. Unfortunately, nobody attended the meeting and the meeting was adjourned at 7:00pm.

Thank you for your consideration, if I can be of further assistance please feel free to contact me directly at (619) 852-4690.

Kind regards,

Marco Polo Cortes

Marco Polo Cortés
President

SIGN-IN-SHEET

PROJECT: Conditional Use Permit / ABC Type-41 License Request
Community Meeting
Wednesday, September 11, 2024
6:00pm to 7:00pm

Andrea Rivas
(Doing Business As) La Malcriada Birreria Restaurant
1604 East 18th Street
National City, CA 91950

NAME	ADDRESS	SIGNATURE



City of National City Planning Commission Meeting

MEETING OF OCTOBER 7, 2024

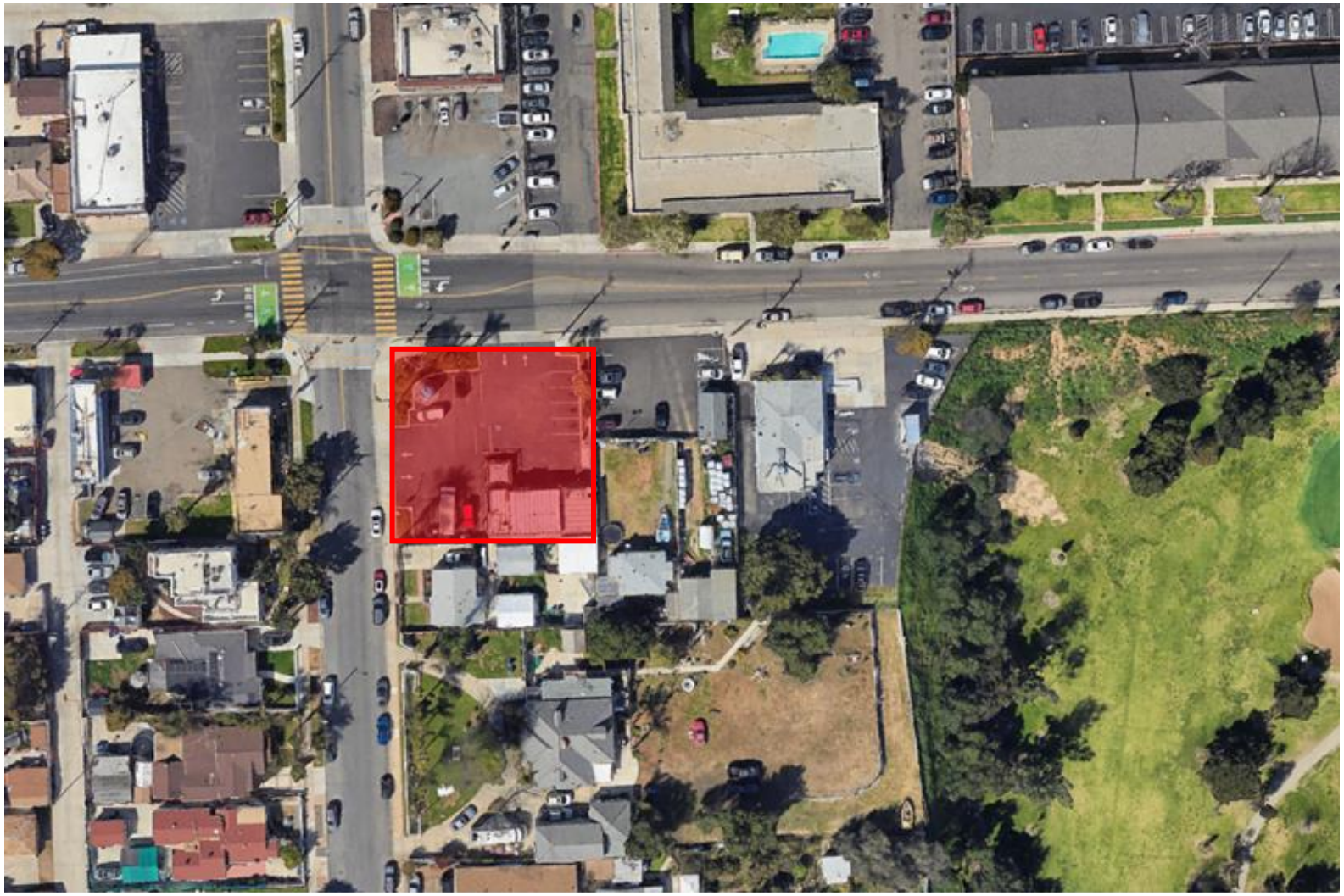


Public Hearing

CONDITIONAL USE PERMIT FOR ALCOHOL SALES AT AN EXISTING RESTAURANT (LA MALCRIADA BIRRIERIA) LOCATED AT 1604 E 18TH STREET, SUITES A & B

2024-16 CUP

Overhead



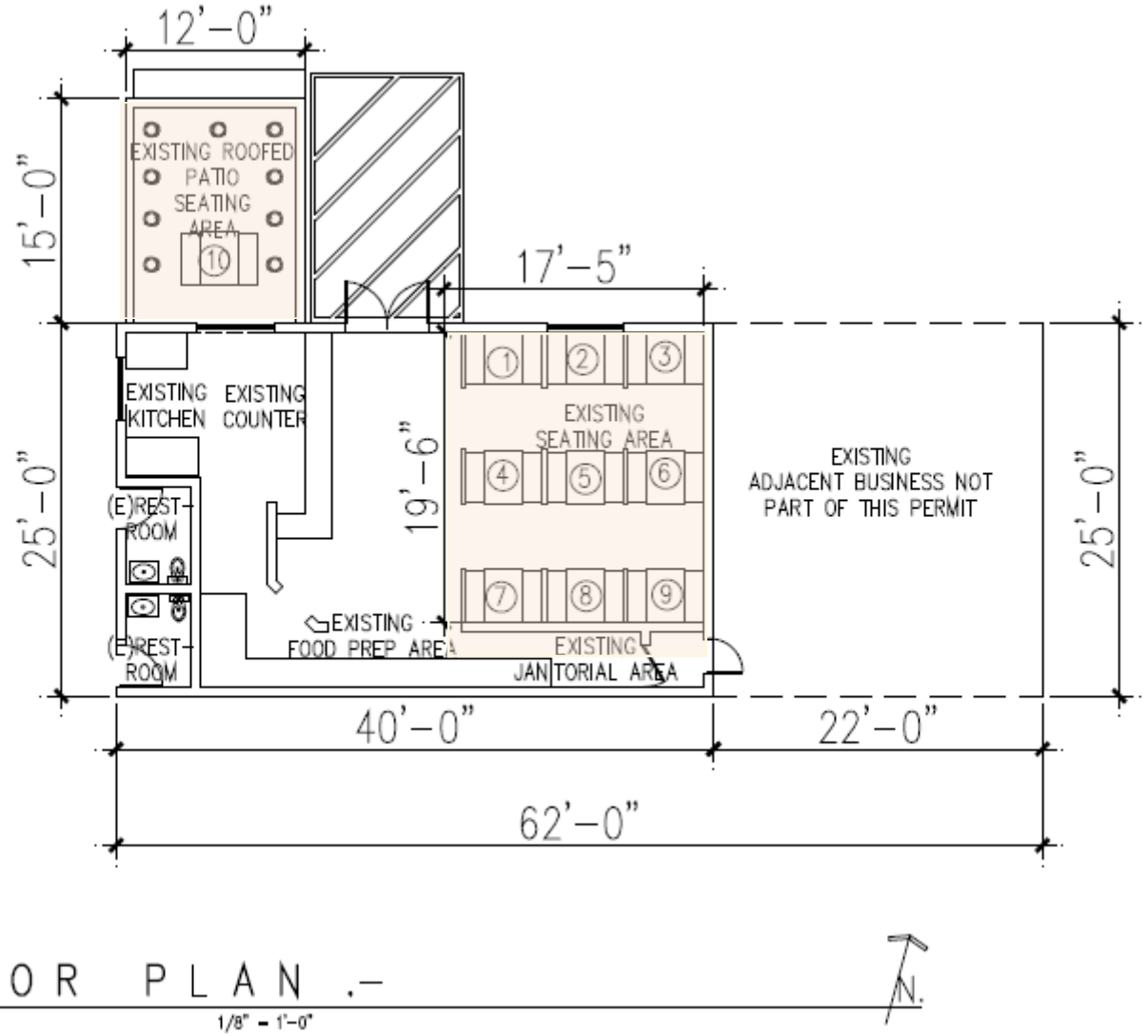
Site Characteristics

- La Malcriada Birrieria
  - Existing 960 square foot restaurant in the MXC-1 zone
  - The site was previously approved for same ABC license (Type 41) with a CUP in 2019, which was never exercised.
- Located on Southeast corner of E 18th Street and Palm Avenue
- Surround by various commercial and residential uses
- Census tract 121.01

Proposal

- The business proposes to sell beer and wine (ABC Type 41) in conjunction with food sales
- Proposed hours of operation are daily from 8:00 a.m. to 10:00 p.m. inside the restaurant and 8:00 a.m. to 9:00 p.m. outside on the patio.
  - Previous CUP approved for 10:00 a.m. to 10:00 p.m.
- Floor plan indicates the total area dedicated to seating
  - Indoors – 340 square feet.
  - Outdoor- 180 square feet.
- No live entertainment is proposed.

Floor Plan



FLOOR PLAN .-

scale: 1/8" = 1'-0"

N.

Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption with approved CUP
- Additional requirements for alcohol CUPs:
- Mailing – owners/occupants within 660 ft. (371)
- Community meeting – Held September 11, 2024 – no attendees
- Census Tract 121.01– 3 on-sale licenses where 2 are recommended
- Distance requirements – Not applicable for restaurants with 30% of their floor area dedicated to seating.
  - La Malcriada Birrieria has 35% of their floor area dedicated to seating.
- City council policy 707
  - Standard conditions

Comments:

Police Department (PD)

- Risk Assessment – 11 points
  - Low risk – 12 points or less
  - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff.
- Require signage indicating that alcoholic beverages may not be taken beyond the front patio exit and into the parking lot.

Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
  - Hours of operation
  - Employee training
  - Accessory sales
- Application-specific conditions
  - IPS comments

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption are a conditionally-allowed use in MXC-1 zone
  - Alcohol sales would be accessory to the business in an established commercial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing IPS comments

Options

- Find project exempt from CEQA & approve 2024-16 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2024-16 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for the Addition of Distilled Spirits to an Existing Beer and Wine License at Manolo Farmers Market Located at 303 Highland Avenue.

RECOMMENDATION:
Staff Recommends Approval of the Addition of Distilled Spirits to the Existing Sale of Off-Sale Beer and Wine, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2024-14, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in the Minor Mixed-Use Corridor (MXC-1) Zone and Would Continue to be Accessory to the Retail Sales at the Existing Grocery Store.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On October 7, 2024, the Planning Commission recommended approval of the CUP by a unanimous vote of those present. The motion recommended an additional condition of approval requiring the applicant to use electronic ID verification for alcohol sales.

Ayes: Armenta, Forman, Miller, Valenzuela Recused: Castle, Sanchez Absent: Quinones

EXPLANATION:
The applicant (Manolo Farmers Market) proposes to upgrade their existing ABC Type-20 license (off-sale beer and wine) to an ABC Type-21 (off-sale beer, wine, and distilled spirits). Existing and proposed hours of alcohol sales are 7:00 a.m. to 10:00 p.m. daily.

The Planning Commission conducted a public hearing on October 7, 2024, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Planning Commission Staff Report with attachments
Exhibit B – 10/7/24 Planning Commission PowerPoint slides

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET) LOCATED AT 303 HIGHLAND AVENUE.
Case File No.:	2024-11 CUP
Location:	303 Highland Avenue
Assessor's Parcel No.:	556-180-23-00
Staff report by:	Sophia Depew, Acting Assistant Planner
Applicant:	CD Marketplace Inc. by Chris Dallo
Zoning designation:	Minor Mixed-Use Corridor (MXC-1)
Adjacent use and zoning:	
North:	Commercial (MXC-1) and Single-Family Residential (RS-2)
East:	Multifamily Residential (RM-2)
South:	Commercial Retail (MXC-1) and Residential (RS-2)
West:	Commercial Retail MXC-1 (La Casa Liquor, Quick Wash Laundromat, La Sierra Café) across Highland Ave
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the addition of distilled spirits to the existing sale of off-sale beer and wine, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of alcohol is a conditionally-allowed use in the Minor Mixed-Use Corridor (MXC-1) zone and would continue to be accessory to the retail sales at the existing grocery store.

Executive Summary

The applicant (Manolo Farmers Market) proposes to upgrade their existing ABC Type-20 license (off-sale beer and wine) to an ABC Type-21 (off-sale beer, wine, and distilled spirits). Existing and proposed hours of alcohol sales are 7:00 a.m. to 10:00 p.m. daily.

Site Characteristics

Manolo Farmers Market is an existing 27,000 square-foot grocery store located on the east side of Highland Avenue between East 2nd Street and East 4th Street in the Minor Mixed-Use Corridor (MXC-1) zone. The grocery store is located on its own parcel. The site is surrounded by various commercial and residential uses.

The location was previously approved for the sale of beer and wine for off-site consumption within a retail grocery store in 1990 and received an additional CUP approval for extended hours in 2000.

Proposed Use

The business is proposing to sell distilled spirits in addition to the currently-licensed beer and wine for off-site consumption (ABC Type-21 alcohol license). The applicant is proposing to add a distilled spirits shelf located behind the front counter, where only employees will be able to access it. Staff is recommending the distilled spirits be secured in addition to being behind the employee counter (condition of approval).

The location currently has an approved Conditional Use Permit and ABC license for the sale of beer and wine. The previously approved hours for alcohol sales were 7:00 a.m. to 11:00 a.m. daily. The applicant's request for the proposed hours of 7:00 a.m. to 10:00 p.m. daily reflect the current hours of operation at the store. Per the applicant's floor plan, the area dedicated to alcohol sales is approximately 408 square feet with only one additional fixture (64 square feet)

proposed for the sale of distilled spirits. This represents approximately 1.7% of the floor area of the grocery store.

Analysis

Section 18.30.050 of the Land Use Code allows for alcohol sales for off-site consumption with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation for Alcohol Sales

Conditions of approval for alcohol sales reflect what the applicant has requested (7:00 a.m. to 10:00 p.m. daily).

Mailing

All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 737 occupants and owners.

As of the writing of this staff report, the Planning Division received one public comment as part of this public hearing notice (Attachment 9).

Community Meeting

Pursuant to Section 18.30.050 (C) of the Land Use Code, a community meeting was held on Monday, July 8, 2024 at 12:00 p.m. at the store. The meeting advertisement is attached (Attachment 8). There were no community members in attendance.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently four off-sale licenses in census tract 118.02, where a maximum of four are recommended. The applicant holds one of the existing licenses. The census tract is not considered over concentrated with off-site alcohol sales outlets by ABC. No increase in the amount of licenses would occur.

Many of the issues related to off-sale licenses are related to the availability of smaller quantities and cheaper products, most of which are related to businesses not originally subject to a CUP (legal nonconforming). However, businesses with CUPs are limited to the quantity and size of beer bottles (e.g., no sale of single

cans or bottles) and the size of wine bottles and their alcoholic content (e.g., containers less than 750 milliliters nor greater than 15% content by volume). Because the subject business has an existing CUP, it is already subject to standard conditions related to alcohol.

Police Department (PD)
The ABC Risk Assessment provided by PD allocated a total of 11 points, which places it in the Low Risk category (Low Risk is considered 12 points or less). The risk assessment is included as Attachment 6.

Institute for Public Strategies (IPS)
Comments were received from IPS with the following considerations:

1. Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff.
2. Require daily litter removal and timely graffiti removal from areas under control of the licensee.
3. Post in English and Spanish a notice that state law prohibits sales of alcoholic beverages to persons under age 21.
4. Post and maintain signage stating that no open alcoholic beverage containers are allowed on the premises and no loitering is allowed on or in front of the premises.

Staff has included conditions of approval in the attached draft resolution pertaining to all of the above recommendations. IPS comments are included as Attachment 7.

Findings for Approval
The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales in conjunction with a grocery store are allowable within the Minor Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code (LUC) for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing grocery store in a commercial area.

2. General Plan Consistency: Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a grocery store with alcohol sales is consistent with the Minor

Mixed-Use Corridor zone land use designation contained in the Land Use Code and Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of a grocery store.

4. No Nuisance: The proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members serving alcohol are required to receive RBSS training.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in the Minor Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The grocery store, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local commercial offerings in the area.

Findings for Denial

The following are findings for denial due to nearby businesses that offer off-sale beer, wine, and distilled spirits together:

1. The proposed use is not deemed essential to the public necessity, as there are already four retail outlets in the same census tract that sell alcohol, including the existing license on site.

2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for off-site sales of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to off-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for off-site consumption being a conditionally-allowed use in the Minor Mixed-Use Corridor zone. The addition of distilled spirits to the sale of beer and wine at an existing grocery store will contribute to the diversity of commercial offerings in the area. Conditions requiring compliance with City Council Policy 707 are intended to alleviate concerns relate to area impacts should the CUP be approved. The decision of the Planning Commission will be sent to the City Council.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2024.11 CUP subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2024.11 CUP based on the attached findings, or findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2024.11 CUP, dated 8/29/2024)
4. Public Hearing Notice (Sent to 737 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Information
9. Public Comment

RESOLUTION NO. 2024-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET) LOCATED AT 303 HIGHLAND AVENUE.
CASE FILE NO. 2024-11 CUP
APN: 556-180-23-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing grocery store (Manolo Farmers Market) located at 303 Highland Avenue. At a duly advertised public hearing held on October 7, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2024-11 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on October 7, 2024, support the following findings:

1. The proposed addition of distilled spirits sales is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because alcohol sales in conjunction with a grocery store are allowable within the Minor Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing grocery store in a commercial area. Furthermore, alcohol sales (beer and wine) have been approved for sale on site since 1990.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a grocery store with alcohol sales is consistent with the Minor Mixed-Use Corridor zone land use designation contained in the Land Use Code and Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed uses would be incidental to the primary use of a grocery store.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Minor Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the grocery store, a permitted use in the Minor Mixed-Use Corridor zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local commercial offerings in the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the off-site sales of alcoholic

beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community with a more diverse selection of goods to purchase from the grocer.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer, wine, and distilled spirits for off-site consumption at an existing grocery store (Manolo Farmers Market) located at 303 Highland Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024.11 CUP, dated 8/29/2024.
2. Unless specifically modified by this resolution, all Conditions of Approval of Planning Commission Resolution No. 20-2000 shall remain in full force and effect.
3. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
4. This permit shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.
5. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
6. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.

7. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Planning

8. No sales of distilled spirits shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 7:00 a.m. and 10:00 p.m. daily. Sales are only permitted during times when the store is open for the purchase of general commodities.
11. Distilled spirits shall be stored in a lockable cabinet behind the sales counter accessible only to properly trained employees.
12. Prior to the commencement of sales of distilled spirits, the applicant shall implement an electronic age verification system capable of scanning IDs at all points of sale where alcohol may be purchased. The system shall be capable of identifying fake IDs and persons under the age of 21. This system shall be maintained in working order for the life of this permit. The applicant shall continue to incorporate best practices as advised by ABC, which can be found online at https://www.abc.ca.gov/education/licensee-education/checking-identification/.
13. Applicant shall provide revised floor plan.
14. All required signage related to the sale of alcohol shall be written in both English and Spanish translation.
15. The premises shall be kept free of graffiti and litter in conformance with the National City Municipal Code. The operator or property manager shall take responsive action within a 24-hour period upon the receipt of any notice provided by Code Enforcement pertaining to graffiti or litter.
16. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
17. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

18. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, advertising, or display of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 7, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2024-14

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT
FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21)
AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET)
LOCATED AT 303 HIGHLAND AVENUE
CASE FILE NO. 2024-11 CUP
APN: 556-180-23-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing grocery store (Manolo Farmers Market) located at 303 Highland Avenue. At a duly advertised public hearing held on October 7, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2024-11 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on October 7, 2024, support the following findings:

1. The proposed use is not deemed essential to the public necessity, as there are already four retail outlets in the same census tract that sell alcohol, including the existing license on site.

2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for off-site sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 7, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

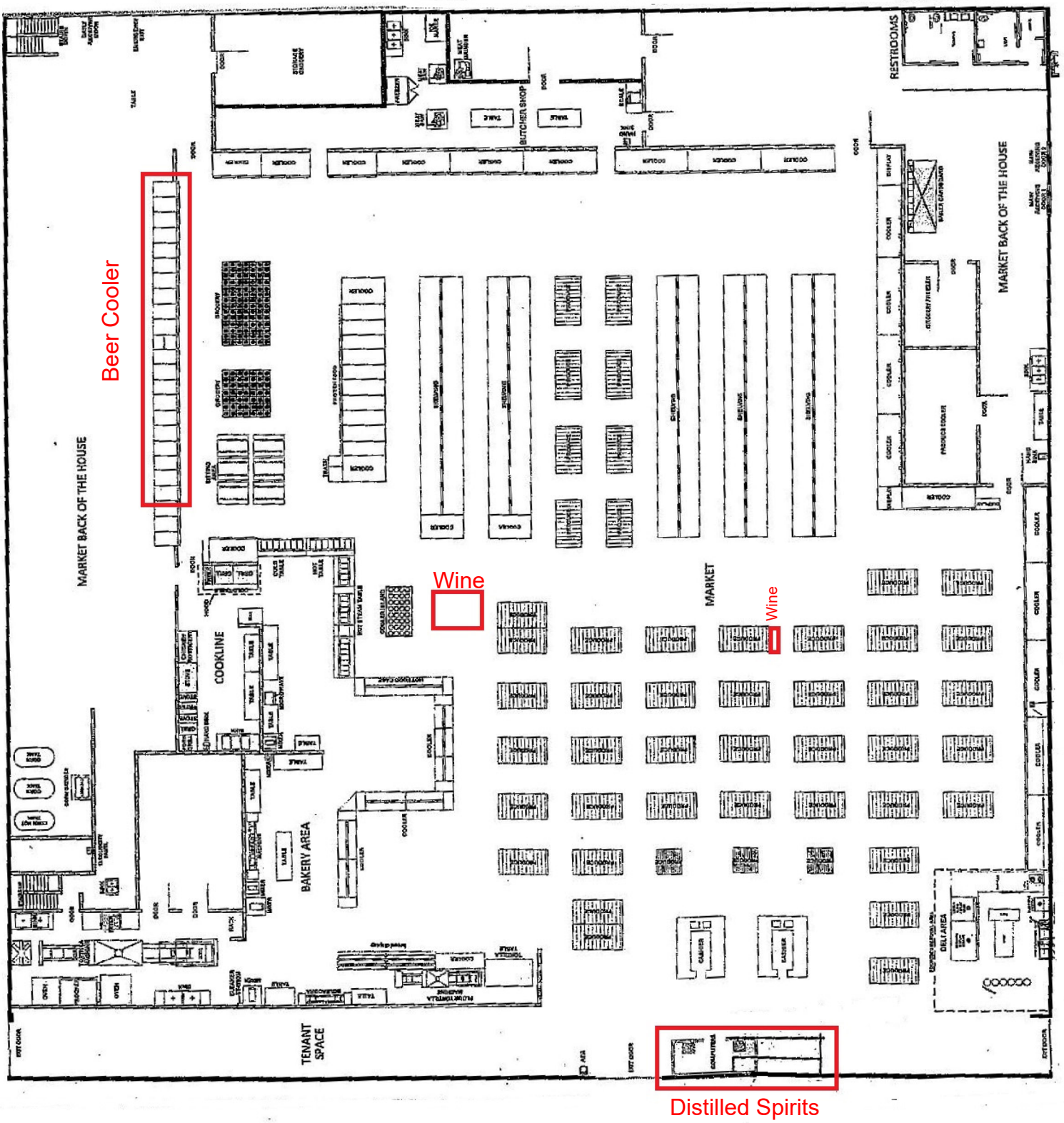
ABSTAIN:

_____
CHAIRPERSON

2024-11 CUP – 303 Highland Avenue – Overhead



N


Beer Cooler
Wine
Wine
Distilled Spirits
MARKET BACK OF THE HOUSE
MARKET BACK OF THE HOUSE
MARKET
COOKLINE
BAKERY AREA
TENANT SPACE
BUTCHER SHOP
RESTROOMS
DELI AREA

FOODLAND MARKET

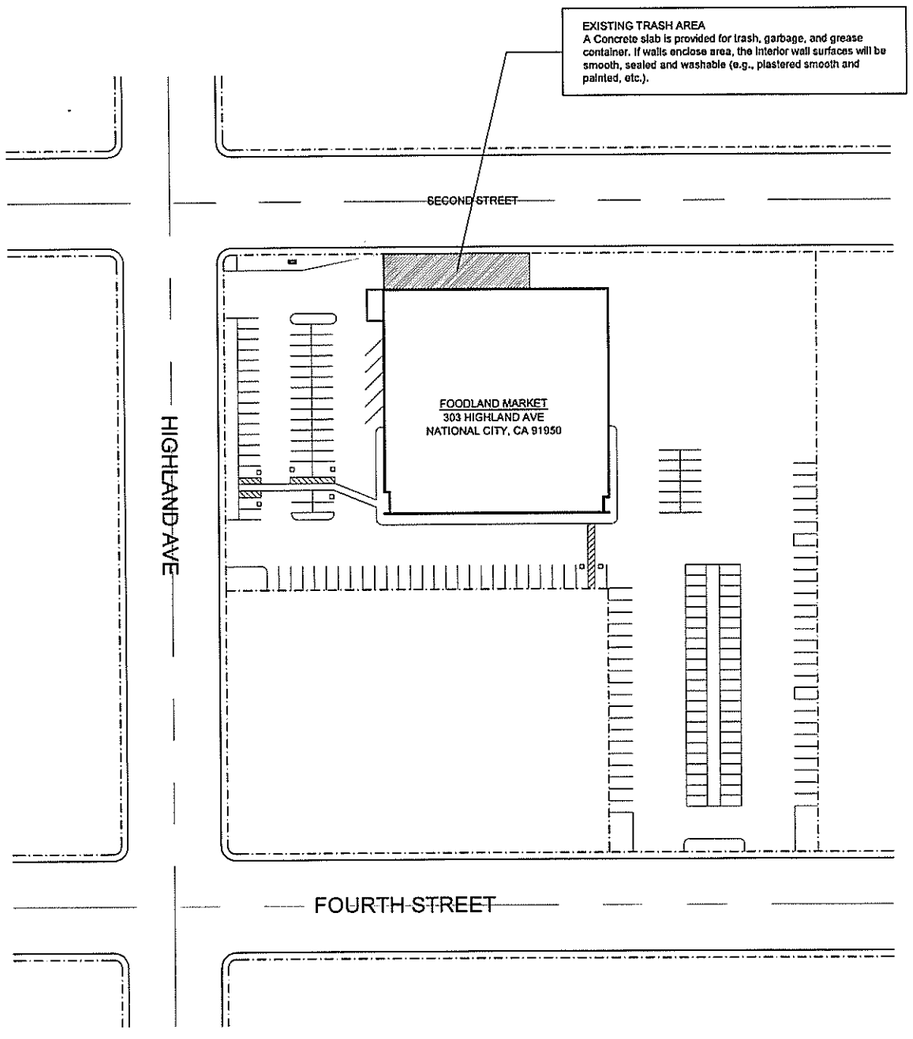
303 HIGHLAND AVE
NATIONAL CITY, CA 91950

ENVIRONMENTAL HEALTH NOTES

The following notes will encompass most food establishments but are not meant to be comprehensive for all food facilities or situations.

1. A Concrete slab is provided for trash, garbage, and grease container. If walls enclose area, the interior wall surfaces will be smooth, sealed and washable (e.g., plastered smooth and painted, etc.).
2. All food-related and utensil-related equipment shall meet or be equivalent to sanitation standards established by an American National Standards Institute (ANSI) accredited program.
3. All floor mounted equipment will be installed on minimum 6" sanitary legs, casters, or completely sealed in position on a 4" high curb with continuously coved base. Countertop equipment will be on 4-inch sanitary legs or sealed to the counter unless readily movable.
4. If soft drink, ice or other dispensers are self-service, or if refills are provided they must be push button types, or level types where the lever contacts the container at least one inch below the rim.
5. Any operable windows vent openings or other similar openings must be provided with tight fitting screens of minimum 16-mesh to the inch. Windows to be fixed at food prep, utensil-washing, open food and utensil storage areas.
6. All exterior doors open outward and are self-closing and tight fitting.
7. Bi-fold, French, accordion style and roll-up doors cannot open into the food prep, utensils washing or unpackaged food service areas.
8. Toilet room and dressing room doors must be self-closing, tight fitting.
9. Delivery doors to have air curtain fans that span the width over the door. The fan must activate via a micro switch providing a minimum velocity of 1600 fpm measured 3 feet above the ground.
10. A minimum of 10 foot-candles of light measured 30" off floor is provided in walk-in refrigerated storage and dry storage rooms and at least 20 foot candles is provided where food is provided for consumer self-service, where fresh produce or prepackaged foods are sold or offered for consumption; inside equipment such as reach-in and under-counter refrigerators; in areas used for hand-washing, ware-washing, equipment and utensil storage, and in toilet rooms.
11. A minimum of 50 foot-candles of light measured 30" off floor is provided when working with food or working with utensils or equipment such as knives, slicers, grinders, or saws where employee safety is a factor and in all areas during periods of cleaning.
12. Shatter shields for all lights above food preparation, work, and storage areas will be provided.
13. All ware washing sinks to have 3 compartments that are a minimum size of at least 18"x18"x12" deep (or 16"x20"x12"deep) with a minimum 18" drain board at each end. If against a wall, it must have an 8" integral back splash. However, it must be capable of accommodating the largest utensil to be washed. A ware washing machine does not substitute for the sink requirement.
14. Sinks to have spout(s) capable of reaching each compartment.
15. Food prep sink compartment(s) to be at least 18"x18"x12" deep (or 16"x20"x12" deep) with a minimum 18" drain board. Separate food prep sinks to be provided for meats and produce.
16. The 3 or 4 compartment bar sink to be at least 12"x12"x10" deep (or 16"x14"x10" deep) with a minimum 18" drain board at each end.
17. A separate wet waste dump fixture shall be provided for disposal of drink or waste ice or coffee waste.
18. Each hand washing sink must have permanently mounted single-service soap and paper towel dispensers
19. The hot water heater will be a commercial type capable of constantly supplying hot water at a temperature of 120F to all sinks. In sizing the water heater, the peak hourly demand for all sinks, etc., are added together to determine the minimum required recovery rate.
20. All lavatories or hand sinks will have a combination faucet or premixing faucet capable of supplying water tempered to 100F. Self-closing or metered faucet to provide at least 15 seconds of water without reactivation.
21. All plumbing, electrical and gas lines shall be concealed within the building structure to as great an extent as possible. All exposed conduits, plumbing, etc. shall be installed at least 6" off floor and ¾" from walls using standoff brackets.
22. Conduits, plumbing or piping cannot be installed across any aisle was, traffic area of door opening.
23. Multiple runs or clusters of conduit or pipelines shall be furred in or encased in an approved sealed enclosure.
24. All liquid waste shall be drained by means of indirect waste pipes into a floor sink. Floor sinks are to be installed flush with the finish door surface and have suitable easily removable safety cover grates.
25. Floor sink to be 50% exposed when no access is provided for cleaning or be in line with the front face of elevated freestanding equipment.
26. Approved backflow prevention devices shall be properly installed upstream of any potential hazard between the potable water supply and a source of contamination. Hoses shall not be attached to a faucet or hose bib unless an approved backflow preventer is provided.
27. Water supply to carbonators shall be protected by an approved reduced pressure principle backflow preventer. The relief valve shall drain indirectly to sewer with a legal air gap.
28. For cleaning floor mats, the janitorial sink to be a minimum 24" by 36" floor-mounted type. Mops shall be placed in a position that allows them to air-dry without soiling walls, equipment, or supplies.
29. The janitorial sink faucet will have a threaded outlet lip for hose attachment and an approved backflow prevention device. No chemical dispensing systems or shutoff valves to be attached to mop sink faucet outlet (unless a "sidekick" plumbing device is installed).
30. No condensate or wastewater including HVAC will drain into the janitorial sink.
31. Grease trap to be located outside the food service activity area, flush with the finished floor when indoors. Local wastewater district or building department to be contacted for grease removal requirements.
32. Floor drains shall be installed in floors that are water-flused for cleaning and in areas where pressure spray methods for cleaning equipment are used, in restrooms, janitorial rooms, scullieries, and at bars with ware washing. Floor surfaces in areas pursuant to this shall be sloped 1:50 to the floor drains.
33. Adequate ventilation is to be provided to all toilet rooms, janitor closets with mop sinks, and indoor trash rooms and in dressing/change room(s).
34. The floor finish will have a smooth surface under all equipment and walkways will have a light texture only.
35. The paint used on walls and ceilings of all kitchen, food preparation, work, and storage areas will be a gloss or semi-gloss enamel. Finish material shall be a light color in food prep areas for easy cleaning.
36. Prior to installation, samples of finishes to be submitted to Environmental Health for approval as needed.
37. Cold storage rooms shall be provided with a section of shelving installed to hold shallow cool down pans-not to exceed 4" in height. Space between shelving to be at least 8" high.
38. Backup dry storage shelving shall be a minimum of 96 linear feet (measured with tiers) or 25% of kitcheh, food prep, and work areas, whichever is greater. Shelving shall be at least 18 inches deep and start a minimum six inches off the floor surface.
39. Shelving over wet areas (sinks, mop sinks, etc.) and food prep surfaces will be metal.
40. All seams, gaps, openings to be properly sealed.

SITE PLAN



INDEX OF DRAWINGS

FS.1 TITLE SHEET
FS.2 FLOOR PLAN
FS.3 ENLARGED KITCHEN PLAN
FS.4 SECTIONS/DETAILS
FS.5 ROOF PLAN
FS.6 HOOD PLANS
FS.7 HOOD PLANS

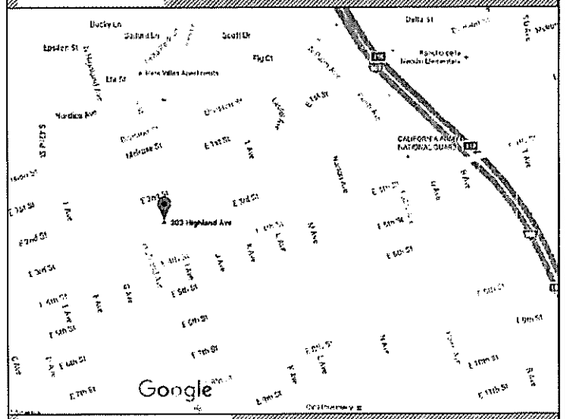
SCOPE OF WORK

ADDITION OF A TYPE I KITCHEN EXHAUST HOOD SYSTEM AND COOKING EQUIPMENT, WITH ASSOCIATED MECHANICAL, PLUMBING (GAS) & ELECTRICAL PLANS

NO OTHER CHANGES.

AREA OF WORK: 60 SF

VICINITY MAP



PROJECT DIRECTORY

OWNER:
DALLO & CO.
5075 FEDERAL BLVD
SAN DIEGO, CA 92102

DESIGNER:
KATHERINE MAGALLON
ATMOSPHERE C&D
3039 HOOVER AVE
NATIONAL CITY, CA 91950
PHONE (619) 850-0310
FAX (619)934-4524

LOCAL AUTHORITY
CITY OF NATIONAL CITY

COUNTY OF SAN DIEGO
DEPARTMENT OF
ENVIRONMENTAL HEALTH
PLAN CHECK

COUNTY OF SAN DIEGO
DEPARTMENT OF
ENVIRONMENTAL HEALTH
PLAN CHECK

ATMOSPHERE
CONSTRUCTION AND DESIGN
3039 HOOVER AVE
NAT'L CITY, CA 91950
PHONE (619) 934-4501
FAX (619) 934-4524
katherine@ACDinteriors.com

THESE PLANS PREPARED BY:

FOODLAND MARKET
303 HIGHLAND AVE
NATIONAL CITY, CA 91950

JOB NO.
15.115
REVISION
△-
△
DATE
MAY 9, 2016
TITLE
TITLE SHEET
SHEET
FS.1

THESE DESIGN PLANS ARE THE PROPERTY OF ATMOSPHERE C & D AND THE RELEASE OF THESE PLANS IS NOT AN EXPRESS OR IMPLIED GRANT OF ANY RIGHTS WHATSOEVER. THE EXPRESS WRITTEN CONSENT OF ATMOSPHERE C & D IS PROHIBITED.

GENERAL NOTES ARE GENERIC AND MAY BE INCLUDED IN DRAWINGS AND SPECIFICATIONS. SHALL BE INTERPRETED TO USE THE CONDITIONS WHICH ARE MOST APPLICABLE TO THE PROJECT. ATMOSPHERE C & D ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INCONSISTENCIES RESULTING FROM THE SELECTION OF INFORMATION CONTAINED IN THESE GENERAL NOTES. ALL INSTRUCTIONS, SPECIFICATIONS AND NOTES WHICH MAY APPEAR ON THESE PLANS SHALL BE ADHERED TO AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE AND ALL OTHER APPLICABLE CODES, ORDINANCES AND REGULATIONS GOVERNING THE WORK OF THIS PROJECT. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY ATMOSPHERE C & D OF ANY DISCREPANCY BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FITTING AND CONSTRUCTION OF ALL WORK AND FOR THE CORRECT RELATIONSHIP OF THE SAME TO THE BUILDING AND TO THE WORK OF ALL TRADES. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL GOVERN. ALL WORK SHALL BE INSPECTED AND APPROVED BY ALL AUTHORITIES HAVING JURISDICTION BEFORE ANY CONCEALMENT OR UTILIZATION OF WORK.

ATMOSPHERE C & D ASSUMES NO RESPONSIBILITY FOR WORK DONE BY ANY CONTRACTOR WHO DOES NOT BUILD FROM THESE PLANS OR FOR ANY DEVIATIONS FROM THESE PLANS. ATMOSPHERE C & D IS NOT RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

3
624-16
MINOR REMODEL
DEH2016 - FFP-003544

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET) LOCATED AT 303 HIGHLAND AVENUE.

CASE FILE NO.: 2024-11 CUP

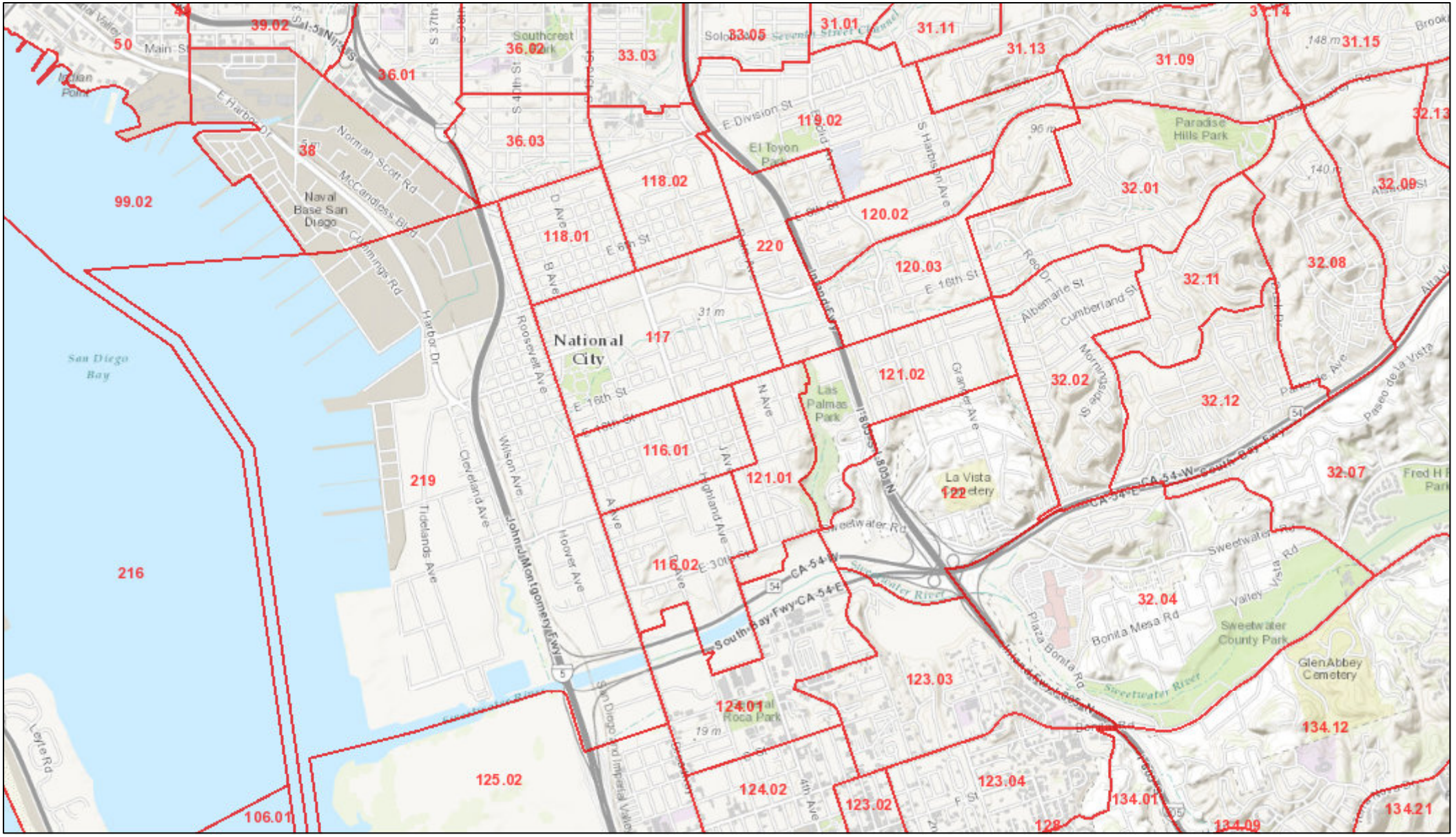
APN: 556-180-23-00

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **October 7, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: CD Marketplace Inc.-Chris Dallo)

The applicant (Manolo Farmers Market) proposes to upgrade their existing ABC Type-20 license (off-sale beer and wine) to an ABC Type-21 (off-sale beer, wine, and distilled spirits) Existing and proposed hours of alcohol sales are 7:00 a.m. to 10:00 p.m. daily. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 2:00 p.m., **October 7, 2024** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.



August 25, 2014

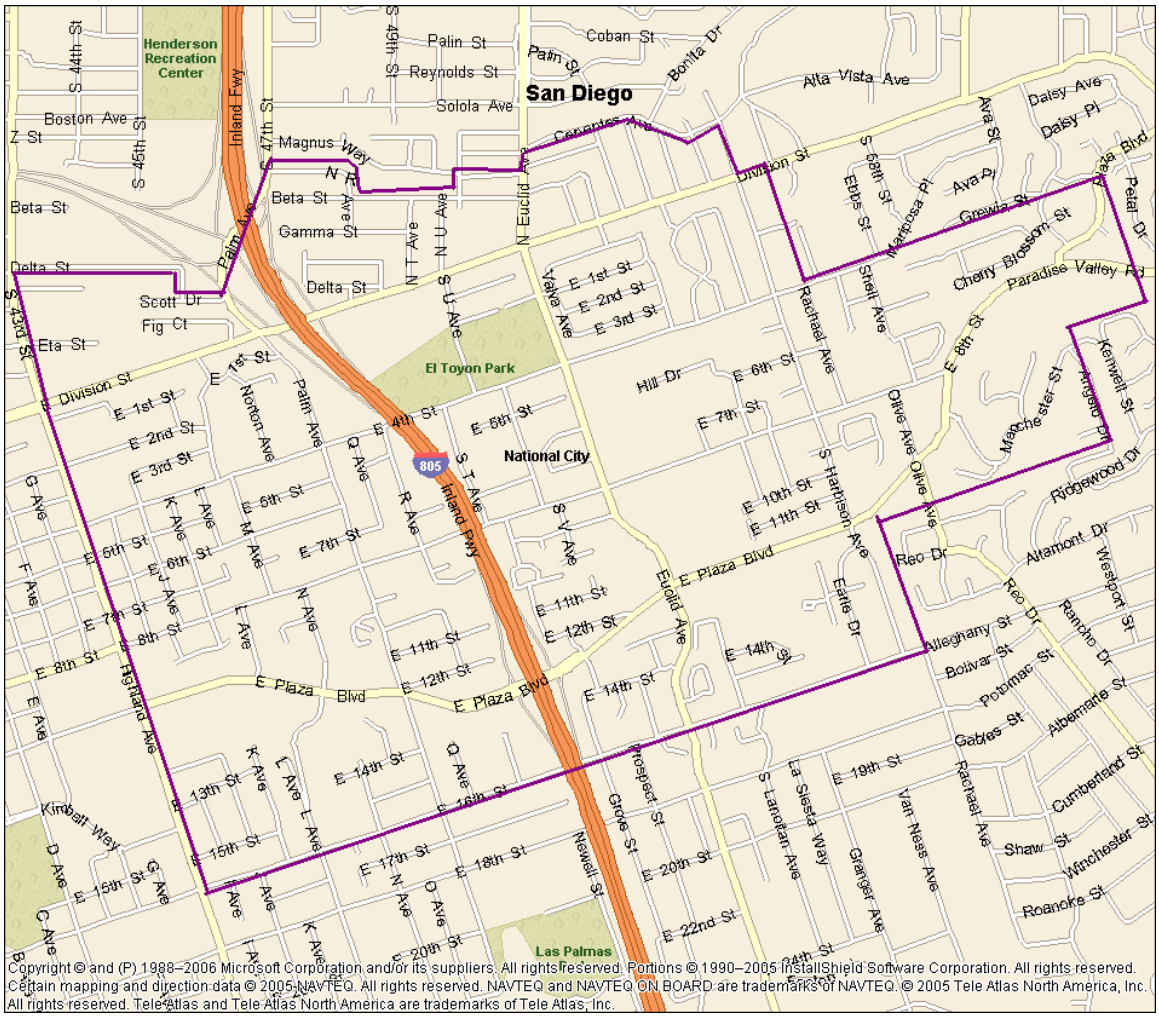
CensusTracts 2010

1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City
Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 07/09/24

BUSINESS NAME: Manolo Farmers Market
ADDRESS: 303 Highland Avenue, National City, CA 91950

OWNER NAME: Chris Dallo DOB: 09/23/68
OWNER ADDRESS: 1320 Corte De Las Piedras, El Cajon, CA 92019
(add additional owners on page 2)

I. Type of Business
- Restaurant (1 pt)
- ✔ Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- ✔ Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- ✔ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

- Currently, there are (8) on sale licenses authorized in tract 118.02
- Currently, there are (1) active on sale licenses in tract 118.02
- Currently, there are (4) off sale licenses authorized in tract 118.02
- Currently, there are (4) active off sale licenses in tract 118.02

VI. Calls for Service at Location (for previous 6 months)

Below (1 pt)
✔ Average (2 pts)
Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

Mostly commercial businesses (1 pt)
✔ Some businesses, some residential (2 pts)
Mostly residential (3 pts)

VIII. Owner(s) records check

✔ No criminal incidents (0 pts)
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 11

OWNER NAME:_____DOB: _____
OWNER ADDRESS: _____

OWNER NAME:_____DOB: _____
OWNER ADDRESS: _____

Recommendation:

_____
_____
_____
_____
_____
_____
_____

Completed by: J. Camacho Badge ID: 449

Revised: 8/16

Environmental Scan for
Proposed Type 21 Alcohol CUP

303 Highland Ave., National City, CA 91950
Conducted: July 3, 2024

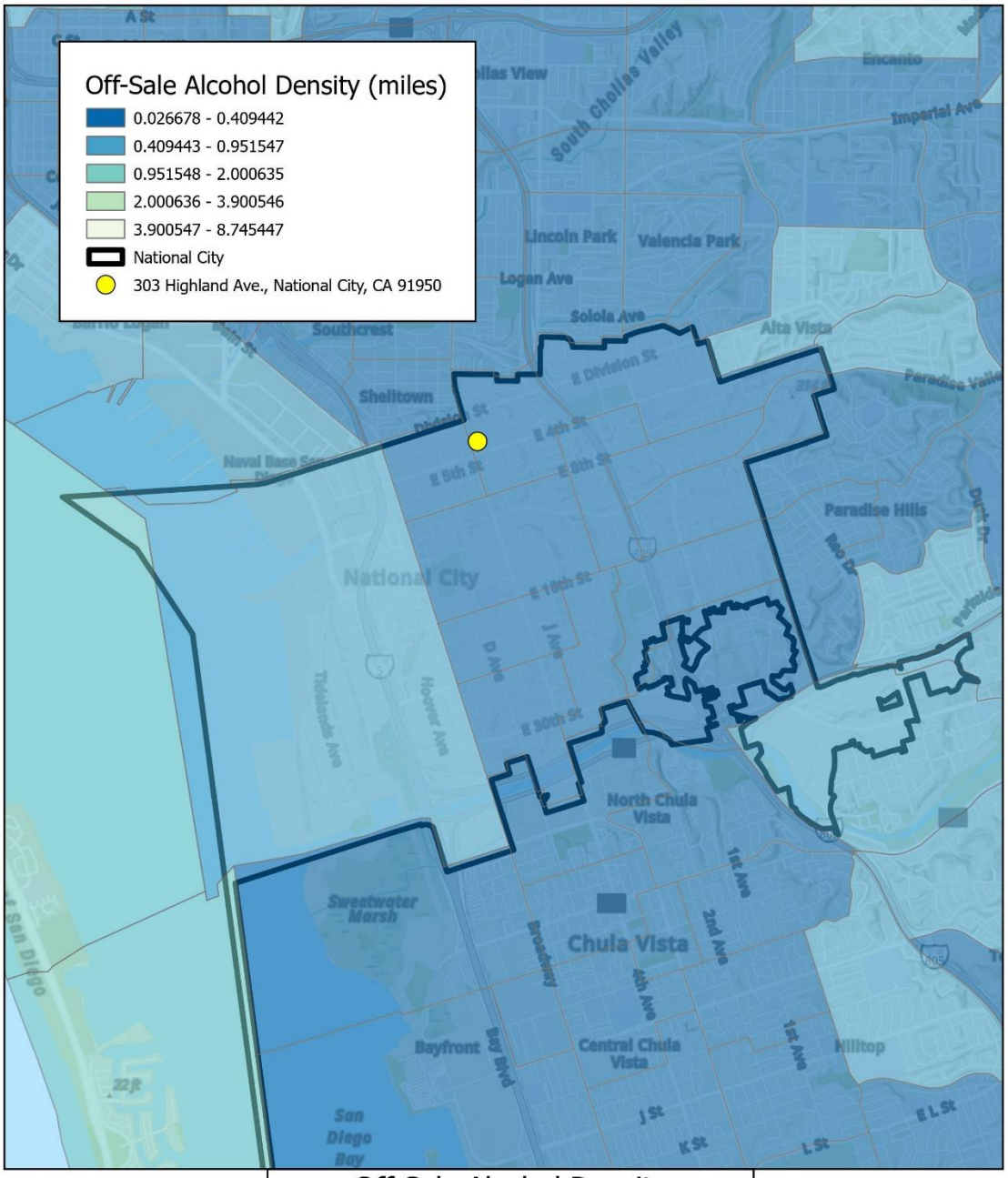


Photo of the proposed location

An environmental scan was conducted on Wednesday, July 3, 2024, for a proposed upgrade of an existing Type 20 off-sale alcohol license to a Type 21 at 303 Highland Avenue. The proposed location is a full-scale grocery store surrounded by other commercial uses on Highland Ave., and the streets running parallel and perpendicular to Highland in front of and behind the business are residential.

During a scan of the business and premises, the following was noted:

- There is a liquor store selling beer, wine and distilled spirits 250 feet from the location.
- Customers were entering the premises by car and on foot.
- The business offered one cooler of wine with the remaining cooler space along the wall devoted to beer. There was also a selection of beer outside the coolers.



IPS SOUTH BAY

BUDI
BINGE & UNDERAGE DRINKING INITIATIVE

Off-Sale Alcohol Density
Census Tract 118.2
303 Highland Ave., National City, CA

Alcohol density is defined as the average distance between a person and their closest alcohol retailer.

Alcohol licenses data accessed from the CA Dept of Alcoholic Beverage Control on 7/02/24.

N

0 0.5 1 Miles

Funded by the San Diego County Health and Human Services Agency

8885 Rio San Diego Drive #117 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104

www.publicstrategies.org

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map above, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as "very dense."

Youth Sensitive Areas

Dino Daycare (approximately 1,050 feet away)
Central Elementary (approximately 2,100 feet away)
Highland Park (approximately 2,100 feet away)

Churches

First Spanish Southern Baptist (approximately 1,050 feet away) is the closest one to this location.

Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or Applicant have occurred that would discourage the issuance of a Type 21 alcohol license.

Considerations

The following are considerations if a CUP is issued:

1. Require that staff and management attend an in-person Responsible Beverage Sales and Service training.
2. Require daily litter removal and timely graffiti removal from areas under control of the licensee.
3. Post in English and Spanish a notice that state law prohibits sales of alcoholic beverages to persons under age 21.
4. Post and maintain signage stating that no open alcoholic beverage containers are allowed on the premises and no loitering is allowed on or in front of the premises.

Community Meeting Minutes

Manolo Farmers Market

July 15, 2024

Meeting Time: 12:00PM

Location: Manolo Farmers Market
303 Highland Ave
National City, CA 91950
In attendance:
Steve Mattia, attorney
Chris Dallo, owner

The meeting was held in the juice bar area.

We waited until 1pm and no one came. No one asked about the meeting the rest of the day.



Steve Mattia, Attorney

September 15, 2024

To Whom It May Concern:

I am submitting this letter to formally object to the pending application for an ABC Type-21 liquor license at 303 Highland Avenue by Manolo Farmers Market. I am the owner of La Casa Liquor, located at 228 Highland Avenue, directly across from the proposed site. As a business owner in this community for over 30 years, I believe that granting an additional Type-21 liquor license in such close proximity would negatively impact the youth of National City.

Although I do not reside in National City, I consider myself deeply connected to the community. Many of my customers have become like family, and I have watched their children grow into adulthood. I take great care to ensure that alcohol is not sold to minors, as I know many of my customers personally and am familiar with their families. This familiarity allows me to prevent underage sales and ensure that alcohol is handled responsibly in my store.

I am concerned that a larger business such as Manolo Farmers Market, with many employees and multiple checkout lines, would not be able to exercise the same level of oversight. In a store of that size, minors may find it easier to purchase alcohol or engage in theft. By contrast, in my smaller store, I can monitor all activity, and the liquor is kept securely behind the counter.

It is my firm belief that increasing access to alcohol in this community could harm our youth, who already face significant challenges. Many young people here are balancing school with work to help support their families. The availability of alcohol could contribute to distractions, higher dropout rates, and potential increases in crime. I have personally invested time and resources into supporting families and youth in this community, and I am deeply committed to their well-being.

For these reasons, I respectfully urge you to deny the liquor license application for Manolo Farmers Market.

Sincerely,

Salwan Nafsu
Owner, La Casa Liquor



City of National City Planning Commission Meeting

MEETING OF OCTOBER 7, 2024



Public Hearing

CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND SPIRITS AT AN EXISTING GROCERY STORE (MANOLO FARMERS MARKET) LOCATED AT 303 HIGHLAND AVENUE

2024-11 CUP

Overhead



Overhead



Street View





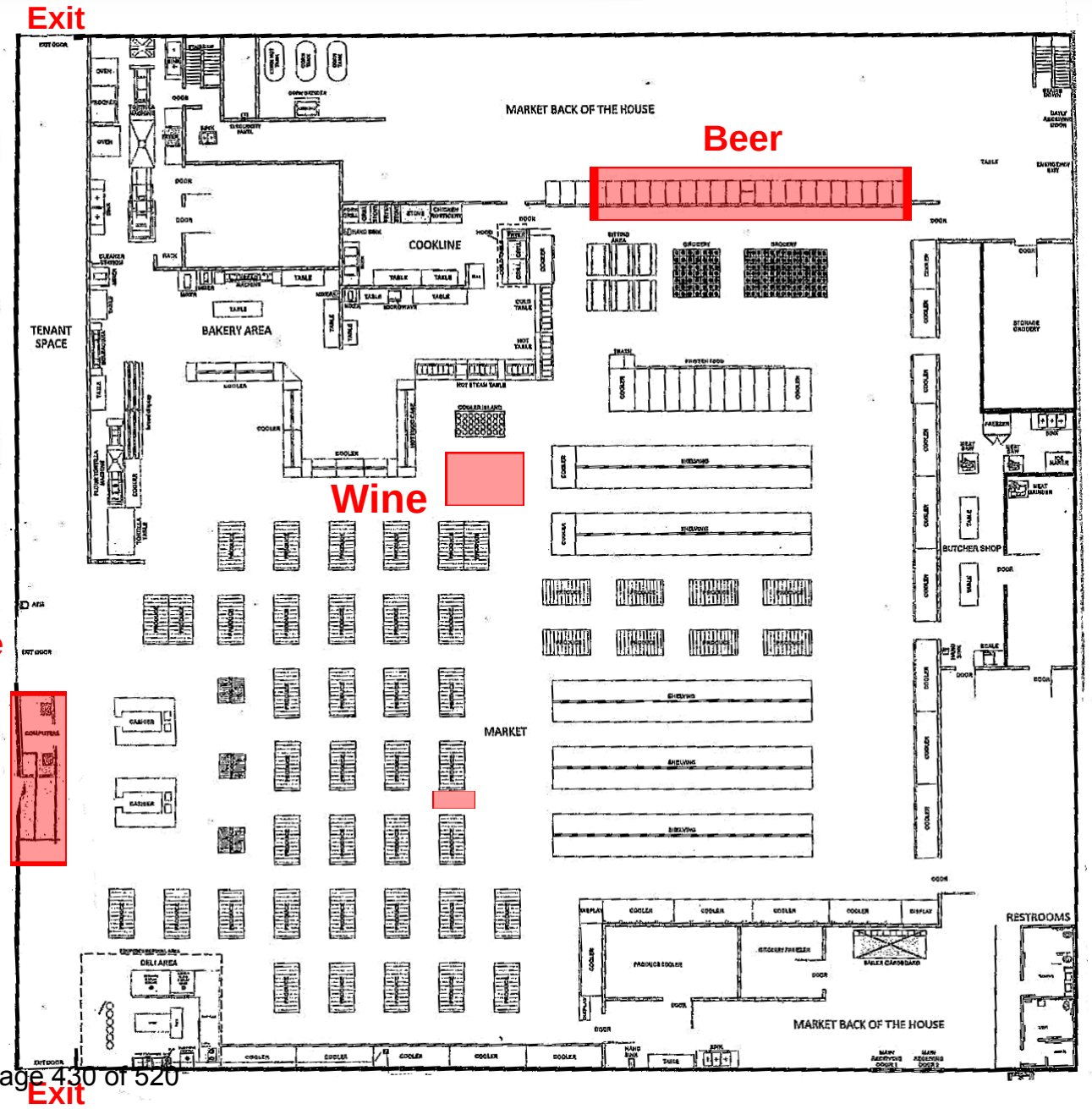
Site Characteristics

- 3.35 acre commercial property
  - Located on the east side of Highland Ave. between E. 2nd Street and E. 4th St.
  - Existing 27,000 square-foot grocery store (Manolo Farmers Market) with parking area
  - Zoned Minor, Mixed-Use Corridor (MXC-1)
- Surrounding area is a mix of commercial and residential uses
- Existing CUP for beer and wine sales since 1990. Extended hours approved in 2000.

Proposal

- The business proposes to upgrade their ABC license to sell distilled spirits in addition to beer and wine
  - Manolo Farmers Market has had ABC License (Type-20) since 1990
- Proposed hours of operation are from 7:00 a.m. to 10:00 p.m. daily
  - Previous CUP approved for 7:00 a.m. to 11:00 p.m.
- Floor plan indicates the total area dedicated to alcohol sales
  - Existing beer and wine - 408 square feet
  - Proposed distilled spirits located behind a sales counter - 64 square feet

Floor Plan


Exit
MARKET BACK OF THE HOUSE
Beer
COOKLINE
TENANT SPACE
BAKERY AREA
Wine
Entrance
Distilled Spirits
BUTCHER SHOP
MARKET
RESTROOMS
DELI AREA
MARKET BACK OF THE HOUSE
Exit

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for off-site consumption in the MXC-1 with approved CUP
- Additional requirements related to alcohol CUPs:
  - Expanded Mailing – notice to owners/occupants within 660 ft. (737 total)
  - Community meeting – Applicant held July 8, 2024 – no attendees
  - Distance requirements – Not applicable with grocery stores
- Census Tract 118.02– Currently has four off-sale licenses
  - Four are recommended by ABC
  - Applicant is one – no additional
- Adhere to City Council Policy 707
  - Addressed with standard conditions of approval

Comments Received:

Police Department (PD)

- Risk Assessment – given 11 points
  - Low risk – 12 points or less
  - Assigns points based on type of business, license concentration, calls for service, etc.

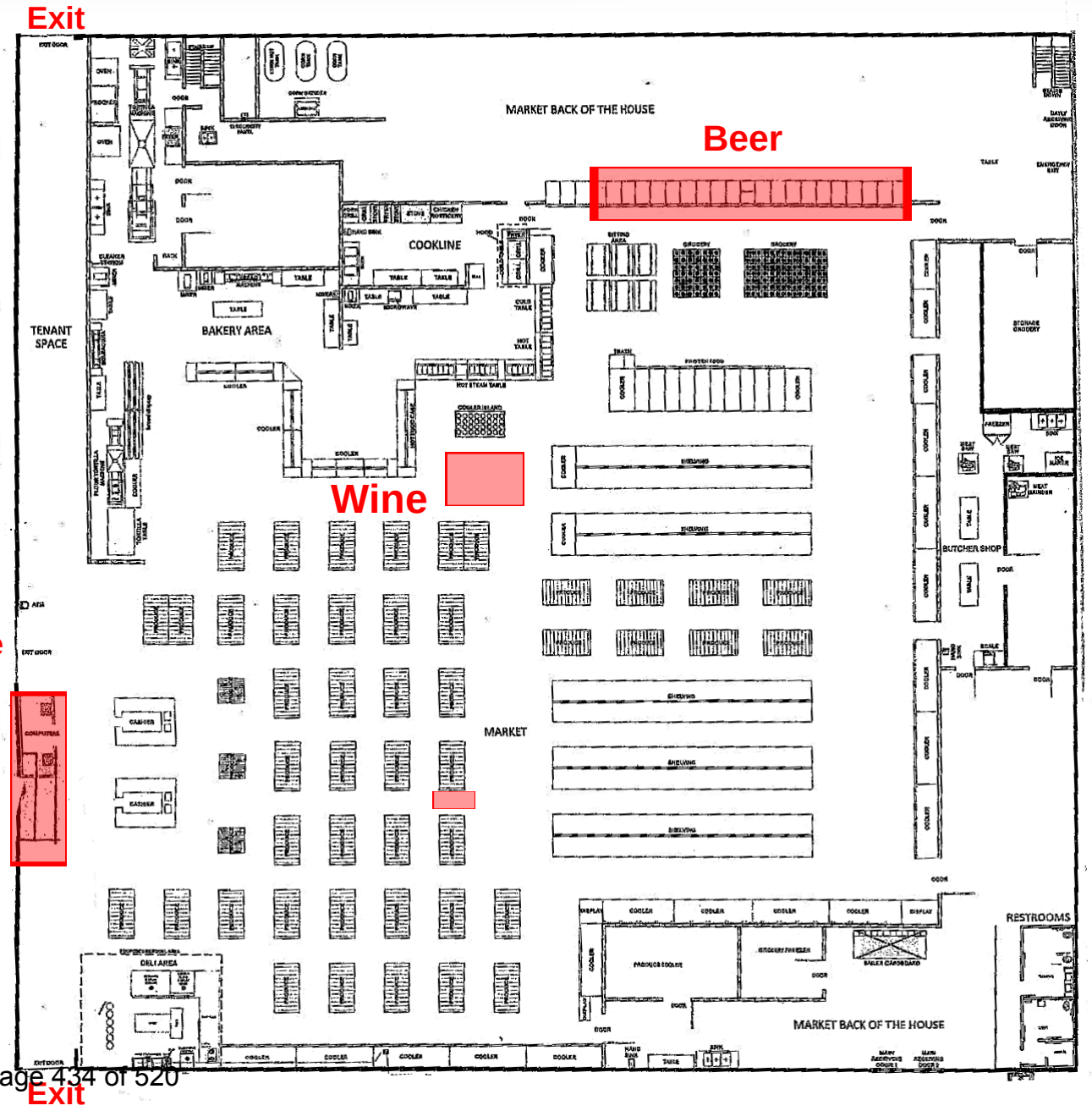
Institute for Public Strategies (IPS)

- Recommendations
  - In-person Responsible Beverage Sales and Service (RBSS) training for all staff.
  - Daily litter removal and timely graffiti removal from areas under control of the licensee.
  - Post signs in both English and Spanish related to the sale of alcoholic beverages to persons under 21.
  - Post signs prohibiting open alcoholic beverage containers on the premises/loitering
- Incorporated into conditions of approval

Recommended Conditions

- Standard Conditions of Approval
- Conditions specific to off-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales for off-site consumption to remain accessory
- Application-specific conditions
  - Maintain conditions of existing CUP (2000-20)
  - IPS comments related to signage, graffiti, and litter
  - Distilled spirits to be stored in a lockable cabinet behind the sales counter

Floor Plan


Exit
Beer
Wine
Entrance
Distilled Spirits
Exit
MARKET BACK OF THE HOUSE
COOKLINE
BAKERY AREA
TENANT SPACE
MARKET
BUTCHER SHOP
RESTROOMS
DELI AREA
MARKET BACK OF THE HOUSE

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for off-site consumption are a conditionally-allowed use in MXC-1 zone
  - Alcohol sales would be accessory to the grocery store in an established commercial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing IPS comment

Options

- Find project exempt from CEQA & approve 2024-11 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2024-11 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

Overhead



AGENDA REPORT

Department: **Planning**
Prepared by: **David Welch, Associate Planner**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Tentative Parcel Map (TPM) Dividing One Lot into Two with a Zone Variance (ZV) to Deviate from Setback Requirements on a Property Located at 1441 East 7th Street.

RECOMMENDATION:
Staff Recommends Approval of the Tentative Parcel Map and Zone Variance, Subject to the Recommended Conditions in Planning Commission Resolution No. 2024-16, and a Determination that the Project is Exempt from CEQA.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On October 7, 2024, the Planning Commission recommended approval of the Tentative Parcel Map and Zone Variance by unanimous vote of members present.
Ayes: Armenta, Castle, Forman, Miller, Sanchez, Valenzuela **Nays:** N/A **Absent:** Quinones

EXPLANATION:
The applicant proposes to subdivide an existing 11,475 square-foot parcel into two parcels. Parcel 1 will be 6,051 square feet in size, with a two-story primary residence and a two-story accessory dwelling unit (ADU). An exception is requested for reduced street frontage for Parcel 1. Parcel 2 will be 5,423 square feet in size and will include an existing single-family dwelling as well as a garage, which will be converted to an ADU. A Zone Variance is being requested for reduced rear yard setbacks on Parcels 1 and 2. Both lots will be accessed from East 7th Street.

The Planning Commission conducted a public hearing on October 7, 2024, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $3,000 was paid with the submittal of the subject TPM and an application fee of $3,700 was paid with the submittal of the subject ZV. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. In-Fill Development Projects. CCR 15332(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Planning Commission Staff Report with attachments
Exhibit B – 10/7/24 Planning Commission PowerPoint slides

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND TENTATIVE PARCEL MAP DIVIDING ONE LOT INTO TWO WITH A ZONE VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS ON A PROPERTY LOCATED AT 1441 EAST 7TH STREET.
Case File No.:	2023-09 LS ZV
Location:	1441 East 7th Street
Assessor's Parcel No.:	557-101-34-00
Staff report by:	David Welch, Associate Planner
Applicant:	Raintree Residential, LLC – Robert Shapiro
Zoning designation:	Small Lot Residential (RS-2)
Adjacent use and zoning:	
North:	Small Lot Residential (RS-2)
East:	Residential (RM-2)
South:	Residential (RS-2)
West:	Residential (RS-2)
Environmental review:	The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and staff is recommending that the project be determined categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-Fill Development Projects) for which a

Notice of Exemption will be filed subsequent to approval of this Tentative Parcel Map and Zone Variance.

Staff recommendation: Approve

Staff Recommendation

Staff recommends approval of the Tentative Parcel Map (TPM) and Zone Variance (ZV) and exception for the subdivision of one parcel into two, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The lot spilt will allow for development of two additional residential units. The project is consistent with the General Plan and Subdivision Ordinance with the approval of the variance and exception.

Executive Summary

The applicant proposes to subdivide an existing 11,475 square-foot parcel into two parcels. Parcel 1 will be 6,051 square feet in size, with a two-story primary residence and a two-story accessory dwelling unit (ADU). An exception is requested for reduced street frontage for Parcel 1. Parcel 2 will be 5,423 square feet in area and will include an existing single-family dwelling as well as a garage, which will be converted to an ADU. A variance is being requested for a reduced setback on Parcel 2. Both lots will be accessed from East 7th Street.

Site Characteristics

The 11,475 square-foot property is located west of Palm Avenue on the north side of East 7th Street. The lot has a width of 85 feet and a depth of 135 feet. This property and the surrounding area is zoned RS-2 and it is currently developed with a single-family home and detached garage. Some of the surrounding lots are developed with two to three units.

East 7th street ends in a cul-de-sac to the west where there is a steep downward slope. The properties on the north side of the street, including the subject site, slope down to their rear property lines, forming canyon-like topography. Between the southeast corner and the northwest corner of the site there is a 17-foot difference in grade. The existing house and garage occupy the higher ground of the lot and are oriented slightly closer to the southeast corner. There is a driveway curb cut on the east side of the front property line.

Proposed Use

The applicant proposes to subdivide the existing 11,475 square foot parcel into two parcels. Parcel 1 will be 6,051 square feet in size and is proposed to have a two-story single-family residence and detached two-story ADU. Parcel 2 will be 5,423 square feet in size and will be occupied by a single-family residence and garage, which are to remain.

Subdivision of the property into two lots is proposed as follows:

Parcel 1 will have 16 feet of frontage on East 7th Street and will be 135 feet deep. The area will be approximately 6,051 square feet. The parcel will have a "flag" configuration and, excluding the driveway, is about 85 feet wide by 56 feet deep. The front setback and side setbacks of 20 feet and five feet are in conformance with the standards of the RS-2 zone. A variance for a rear setback of 10 feet is requested for the proposed single-family home, which is reduced from the standard of 25 feet.

Parcel 2 will have 69 feet of frontage on East 7th Street and will be approximately 79 feet deep. The area will be approximately 5,423 square feet. The parcel is rectilinear in shape, except for a 10-foot radius curve on the northwest corner to accommodate the proposed driveway for Parcel 1. With the exception of the rear yard setback, the existing house and garage on Parcel 2 are in conformance with the standards of the RS-2 zone. Both structures will remain. A variance is being requested for a seven-foot rear yard setback.

Analysis

General Plan
This project contributes to infill development, which is encouraged by the General Plan:

> ***Policy LU 4.3****: Promote infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.*

The proposal also provides an additional home ownership opportunity, which is consistent with the City's Housing Element.

The General Plan Land Use map designates the property as Low-Medium Residential, which specifies a maximum density of 9 units per acre.

Subdivision Ordinance
The Subdivision Ordinance has requirements for dedications, improvements, design standards, and conformance with the Land Use Code. The proposed parcel map is on an established block where existing development fronts East 7th Street. No additional public streets are required to be dedicated for the proposed

lot configuration, which can be adequately served with the existing frontage along East 7th Street. The Engineering Department provided comments, which are included in the conditions of approval, related to additional improvements that may be required. The proposed lots are regular in shape, as required by the Subdivision Ordinance.

Land Use Code

The RS-2 zone has a minimum lot area requirement of 5,000 square feet, which will be met by both parcels proposed with the lot split. With the exception of rear yard setback requirements and minimum street frontage, all other development standards will be met within the resulting properties. The proposed uses of the parcels, a single-family residence and accessory dwelling on Parcel 1 and an existing house and detached garage on Parcel 2, are permitted in the zone.

An exception, pursuant to Section 17.07.060 of the Subdivision Ordinance is requested for a reduced street frontage for Parcel 1. The parcel will have 16 feet of frontage along East 7th Street, which is less than the required 50 feet. The Subdivision Ordinance allows for exceptions with the following findings:

1. The property to be divided is of such size, shape, or is affected by such topographic conditions that it is impossible or impractical in the particular case to conform fully to the subdivision requirements.
2. The exception will not be detrimental to the public health, safety, or welfare, or be detrimental to the use of other properties in the vicinity.
3. Granting of the exception in in accordance with the intent and purposes of Title 17 and is consistent with the General Plan and with all applicable specific plans or other plans of the city.

The subject property is affected by both topographic conditions and a size and shape that would not permit a practical development that conforms with requirements related to minimum street frontage. The lot is only 85 feet in width and it would be impossible to split into two parcels with the required 50 feet of frontage along East 7th Street. Furthermore, the 17-foot grade change on the property poses a challenge to practical development. The steepest section of the lot is on the west side of the existing house and the proposed lot configuration utilizes the back end of the property to avoid constructing in this area. While Parcel 1 proposes a reduced street frontage, it allows for the construction of a single-family dwelling in a location accessible to the Fire Department. The proposed lot split will not result in lots smaller than the required minimum lot area

and the resulting density is consistent with the General Plan. The property is not located within a specific plan.

A variance is being requested for reduced rear yard setbacks for the proposed parcels. In this instance, the granting of an exception would not be appropriate because the setbacks are related to both the creation of the parcels and the location of the existing and proposed structures. For the granting of a variance the following findings shall be made:

1. The variance shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of Title 18 deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.
2. Any variance granted shall be subject to such conditions as will assure the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.
3. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property.

The subject property has a size and shape that is insufficient for conformance with all setback regulations for the two proposed parcels. If wider, the property could have been split into two 135-foot deep lots, which would have allowed for practical development adhering to front and rear yard setback requirements of the RS-2 zone. However, as discussed above, the width and topography of the lot does not allow for this configuration. Due to these conditions, the proposed configuration is to have one parcel in the front of the property and one at the rear. The 135-foot depth of the property results in constrained front and rear yard setbacks when applied to two parcels. Of the 135 feet in depth, all but 60 feet would be dedicated to the front, side, and rear setbacks required by the RS-2 zone. Therefore, both proposed parcels would have constrained development sites due to the overall depth of the lot. The request for reduced rear yard setbacks of 10 feet on Parcel 1 and seven feet on Parcel 2 will grant necessary relief to provide practical development sites. In addition, existing development along East 7th Street has reduced rear yard setbacks, and therefore, the applicant will not be granted a special privilege. The proposed single-family use of the proposed parcels is permitted in the RS-2 zone.

Mailing

All property owners and occupants within a distance of 300 feet of the property are required to be notified of a public hearing for TPM and ZV applications. Notice of this public hearing was sent to 67 occupants and owners.

As of the writing of this staff report, no public comment was received as part of this public hearing notice.

CEQA

The project as proposed qualifies for a Categorical Exemption under Class 32, Section 15332 of CEQA (In-Fill Development Projects). Class 32 consists of projects characterized as in-fill development meeting the conditions described as follows:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value, as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

With the approval of an exception and Zone Variance, this project can be found to be consistent with all applicable general plan policies as well as the regulations of the RS-2 zone. The site is less than five acres and located in an urbanized area with no value as habitat for endangered, rare or threatened species. The project proposes a single-family home and an accessory unit and will have no possibility for significant impacts relating to traffic, noise, air quality, or water quality. Conditions of approval will require the site to be adequately served by all required utilities and public services.

Required Findings

The Subdivision Map Act contains nine required findings for Tentative Parcel Maps:

1. The proposed map is consistent with the National City General Plan.

The proposed single-family subdivision, at a density of 7.6 units per acre, is consistent with the Low-Medium Residential land use designation, which specifies a maximum density of 9 units per acre.

2. The site is physically suitable for the proposed type of development.

With the provision of adequate grading and retaining walls, a residential project can be located on Parcel 1 with a level building pad. Parcel 2 is occupied by existing development.

3. The site is physically suitable for the proposed density of development.

The new parcel can accommodate the proposed residential development and would meet the prescribed density for the area.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

There is no natural habitat or body of water present nearby or on-site. The property is surrounded by urban development.

5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems.

All necessary public services will be provided, as required by approvals required for new construction.

6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.

Existing easements will be maintained and not be encroached upon.

7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board

pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6.

Discharge of sewerage waste will be addressed through a sewer permit, which is required as part of construction of a future home.

8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources.

The project will provide for additional units as well as an additional homeownership opportunity, which is consistent with and encouraged by the City's Housing Element.

9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage.

All new construction proposed in the future will be in compliance with the California Building Code, which takes such factors into consideration.

The Subdivision Ordinance contains three required findings for the granting of an exception:

10. The property to be divided is of such size, shape, or is affected by such topographic conditions that it is impossible or impractical in the particular case to conform fully to the subdivision requirements.

The subject property is affecting by both topographic conditions and a size and shape that would not permit a practical development that conforms with requirements related to minimum street frontage. The lot is only 85 feet in width and is not able to be split into two parcels with the required 50 feet of frontage along East 7th Street. Furthermore, the 17-foot grade change on the property would make development impractical where the slope is steepest.

11. The exception will not be detrimental to the public health, safety, or welfare, or be detrimental to the use of other properties in the vicinity.

The proposed lot split will result in parcels with adequate access for emergency services and public utilities.

12. Granting of the exception in in accordance with the intent and purposes of Title 17 and is consistent with the General Plan and with all applicable specific plans or other plans of the city.

The proposed lot split is in conformance with the residential densities prescribed by the General Plan. The property is not located within a specific plan area.

The Land Use Code contains three required findings for the granting of a Zone Variance:

13. The variance shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of Title 18 deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.

The property has a size and shape that is insufficient for conformance with all setback required by the Small Lot Residential (RS-2) zone. The 135-foot depth of the property provides inadequate space for front and rear yard setbacks for the proposed parcels.

14. Any variance granted shall be subject to such conditions as will assure the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

Existing development within the zone and vicinity is constructed with less than the required rear yard setback. The requested reduction of rear yard setback requirements with result in development consistent with the surrounding area.

15. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property.

The proposed parcels will be occupied by single-family residential development, a permitted use in the RS-2 zone.

An additional finding has been included with regard to compliance with the California Environmental Quality Act (CEQA), which is as follows:

16. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and the project has been determined to be categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-fill Development Projects) for which a Notice of Exemption will be filed subsequent to approval of this Tentative Parcel Map. With the approval of an exception and Zone Variance, this project can be found to be consistent with all applicable general plan policies as well as the regulations of the RS-2 zone. The site is less than five acres and located in an urbanized area with no value as habitat for endangered, rare or threatened species. The project proposes a single-family home and an accessory unit and will have no possibility for significant impacts relating to traffic, noise, air quality, or water quality. Conditions of approval will require the site to be adequately served by all required utilities and public services.

Department Comments and Conditions of Approval

Comments were received from the Engineering and Fire Departments. Standard requirements related to tentative maps, final map procedures, and improvements were provided by the Engineering Department. Fire Department comments addressed access and other requirements from the California Fire Code. Comments have been incorporated as conditions of approval as well general conditions related to new development and tentative maps.

Summary

The subject property has sufficient area to divide into two parcels that exceed minimum lot area requirements of the underlying zone. Due to the topography and the size and shape of the property an exception and Zone Variance are requested for the proposed map to be found in conformance with all the requirements of the Subdivision Ordinance and Land Use Code. The requests are necessary for the practical development of the property and to resulting map would allow for new development consistent with the prescribed density and policies of the General Plan.

Options

1. Find the project exempt from CEQA under Class 32 of the CEQA Guidelines Section 15332 or other exemption and approve 2023-09 LS ZV subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2023-09 LS ZV based on the attached findings, or findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolution
2. Overhead
3. Site Photos
4. Applicant's Plans (Exhibit A, Case File No. 2023-09 LS ZV, dated 9/24/2024)
5. Public Hearing Notice (Sent to 67 property owners & occupants)

RESOLUTION NO. 2024-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND APPROVING A TENTATIVE PARCEL MAP DIVIDING ONE LOT INTO TWO WITH A ZONE VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS ON A PROPERTY LOCATED AT 1441 EAST 7TH STREET.
CASE FILE NO. 2023-09 LS ZV
APN: 557-101-34

WHEREAS, the Planning Commission of the City of National City considered a Tentative Parcel Map dividing one lot into two with a Zone Variance at a property located at 1441 East 7th Street at a duly advertised public hearing held on October 7, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2023-09 LS ZV maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on October 7, 2024, support the following findings:

1. The proposed map is consistent with the National City General Plan because the proposed single-family subdivision, at a density of 7.6 units per acre, is consistent with the Low-Medium Residential land use designation, which specifies a maximum density of 9 units per acre.

2. The site is physically suitable for the proposed type of development because, with the provision of adequate grading and retaining walls, a residential project can be located on Parcel 1 with a level building pad. Parcel 2 is occupied by existing development.

3. The site is physically suitable for the proposed density of development because the new parcel can accommodate the proposed residential development and would meet the prescribed density for the area.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because there is no natural habitat or body of water present nearby or on-site. The property is surrounded by urban development.

5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems because all necessary public services will be provided, as required by approvals required for new construction.

6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision because existing easements will be maintained and not be encroached upon.

7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6 because discharge of sewerage waste will be addressed through a sewer permit, which is required as part of construction of a future home.

8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources because the project will provide for additional units as well as an additional homeownership opportunity, which is consistent with and encouraged by the City's Housing Element.

9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage because all new construction proposed in the future will be in compliance with the California Building Code, which takes such factors into consideration.

10. The property to be divided is of such size, shape, or is affected by such topographic conditions that it is impossible or impractical in the particular case to conform fully to

the subdivision requirements because the subject property is affecting by both topographic conditions and a size and shape that would not permit a practical development that conforms with requirements related to minimum street frontage because the lot is only 85 feet in width and is not able to be split into two parcels with the required 50 feet of frontage along East 7th Street. Furthermore, the 17-foot grade change on the property would make development impractical where the slope is steepest.

11. The exception will not be detrimental to the public health, safety, or welfare, or be detrimental to the use of other properties in the vicinity because the proposed lot split will result in parcels with adequate access for emergency services and public utilities.

12. Granting of the exception is in accordance with the intent and purposes of Title 17 and is consistent with the General Plan and with all applicable specific plans or other plans of the city because the proposed lot split is in conformance with the residential densities prescribed by the General Plan. The property is not located within a specific plan area.

13. The strict application of Title 18 deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification because the property has a size and shape that is insufficient for conformance with all setback required by the Small Lot Residential (RS-2) zone. The 135-foot depth of the property provides inadequate space for front and rear yard setbacks for the proposed parcels.

14. The variance granted does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated because existing development within the zone and vicinity is constructed with less than the required rear yard setback. The requested reduction of rear yard setback requirements with result in development consistent with the surrounding area.

15. The variance granted does not authorize a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property because the proposed parcels will be occupied by single-family residential development, a permitted use in the RS-2 zone.

16. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and the project has been determined to be categorically exempt from environmental review pursuant to Class 32, Section

15332 (In-fill Development Projects) for which a Notice of Exemption will be filed subsequent to approval of this Tentative Parcel Map.

BE IT FURTHER RESOLVED that the application for a Tentative Parcel Map and Zone Variance is approved subject to the following conditions:

General

1. This *Tentative Parcel Map* and *Zone Variance* authorizes the creation of two new parcels from one existing parcel with reduced street frontage and rear yard setbacks on a property located at 1441 East 7th Street. Except as required by Conditions of Approval, all plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2023-09 LS ZV, dated 9/24/2024.
2. Before this *Tentative Parcel Map* and *Zone Variance* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Tentative Map* and *Zone Variance*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Tentative Map* and *Zone Variance* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. Approval of the tentative map expires two (2) years after adoption of the resolution of approval at 6:00 p.m. unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by National City Municipal Code §17.04.070.

Building

4. Plans submitted for any construction improvements shall comply with the 2022 edition of the California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes.

Engineering

5. The parcel map shall include full and accurate information required by the Tentative Parcel Map Checklist:
    1. Tentative Parcel Map Checklist
        a. Form and Content

i. Scale: 1” = 100’ (1cm = 10m) minimum with north arrow
ii. Title: Tentative Parcel Map
iii. Legal description: Sufficient to define map boundaries
iv. Tax Assessor’s Parcel Number(s)
v. Owner’s name, address, telephone number and signature
vi. Applicant’s name, address, telephone number (if other than owner)
vii. Civil engineer’s or land surveyor’s name, address, telephone number and registration or license number
viii. Source of water supply
ix. Method of sewage disposal
x. Zoning – existing and proposed
xi. Proposed usage of each parcel
xii. Gross area (acres and square feet)
xiii. Reference to topographic source
xiv. Grading – statement if no grading proposed
xv. Date of preparation and number and dates of any revision
xvi. Vicinity map with north arrow and scale

b. Map Data
   i. North arrow with scale (min. 1” = 100’)
   ii. Boundaries
      1. Fully dimensioned
      2. Proposed as solid lines, existing as dashed lines
      3. City/County boundaries identified
      4. Approximate Curve Information – deltas, radii, lengths
      5. Inundation lines for design flood
   iii. Existing
      1. Highways, streets, roads – names, grades, widths, if private designated as such
      2. Sidewalks, pavement, curbs, and gutters, street lights, driveways
   iv. Utilities
      1. Sewer – location, size, type, depth manholes
      2. Water – location, size, type
      3. Gas – location, size
      4. Electrical, telephone, cable, TV lines – location, size, type, poles, overhead or underground
      5. Water courses – widths, directions of flow
      6. Buildings/Structures – location with respect to lot lines
      7. Trees – groves, orchards and trees of trunk diameter 4” (10cm) or more shown
      8. Contours – maximum 5’ (2m) interval
      9. Easements – location, purpose, size, public or private
   v. Proposed
      1. Highways, streets, roads – names, grades, widths, and if to be private designated as such
      2. Sidewalks, curbs and gutters, driveways
      3. Sewers – location, size, type, manholes
      4. Drainage facilities
      5. Removal or relocation of existing buildings and location of any proposed buildings
      6. Removal of existing trees
      7. Grading – degree of slope, benches, retaining walls, pad elevations

8. Easements – location, purpose, size, public or private

vi. Parcels
   1. Approximate dimensions
   2. Numbered in consecutive order
   3. Net area of each parcel (acres or square feet)

6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.

7. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

   *http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees.

8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.

9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.

10. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.

11. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.

12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such

devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.

13. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp “S” shall be provided on the curb to mark the location of the lateral.

14. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.

15. A soils engineering report shall be submitted for the Engineering Department’s review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.

16. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.

17. All NEW dwellings are subject to Development Impact Fee according to the current fee schedule at the time of Permit issuance. This includes new homes, condos and apartments.

18. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.

19. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way

at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

20. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
21. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically All missing sidewalk shall be installed and all curb and gutter replaced.
22. Street pavement repair will be required. The work shall be as follows: The existing sewer trench in E. 7TH Street shall be ground and a new 2 inch AC cap placed. All that portion of E. 7th Street affected by the trenching shall be capped in accordance with National City Standards for streets.
23. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
24. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
25. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
26. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
27. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.
28. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information and monumentation.
29. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.
30. Separate water and sewer laterals shall be provided to each lot/parcel.
31. The developer shall bond for the monumentation, the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the approval of the final map.
32. SUSMP documentation must be submitted and approved.
33. The final map shall be recorded prior to issuance of any building permit.
34. All new property line survey monuments shall be set on private property, unless otherwise approved.

35. The parcel map/final map shall use the California Coordinate System for its “Basis of Bearings” and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian, and the north point shall appear on the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.

Fire

36. The project shall be designed to code.

37. The National City Fire Department utilizes all current codes and ordinances. Currently, we are using the 2022 editions of the California Fire Code, National City Fire Protection Association, and the City of National City Municipal Codes.

38. Fire sprinkler shall be evaluated and installed for intended use per code on both new structures.

39. Parking shall not impact requirements for Fire Department foot access to rear of new home and ADU.

40. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

41. If entrance/exit gates are used, they shall be equipped with a Knox Box. Please contact the National City Fire Department for exact field location.

42. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of the code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

43. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

Planning

44. Any plans submitted for construction shall be in conformance with all applicable development codes, including design, parking, and landscaping.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this

indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 7, 2024, by the following vote:

AYES:

NAYS:

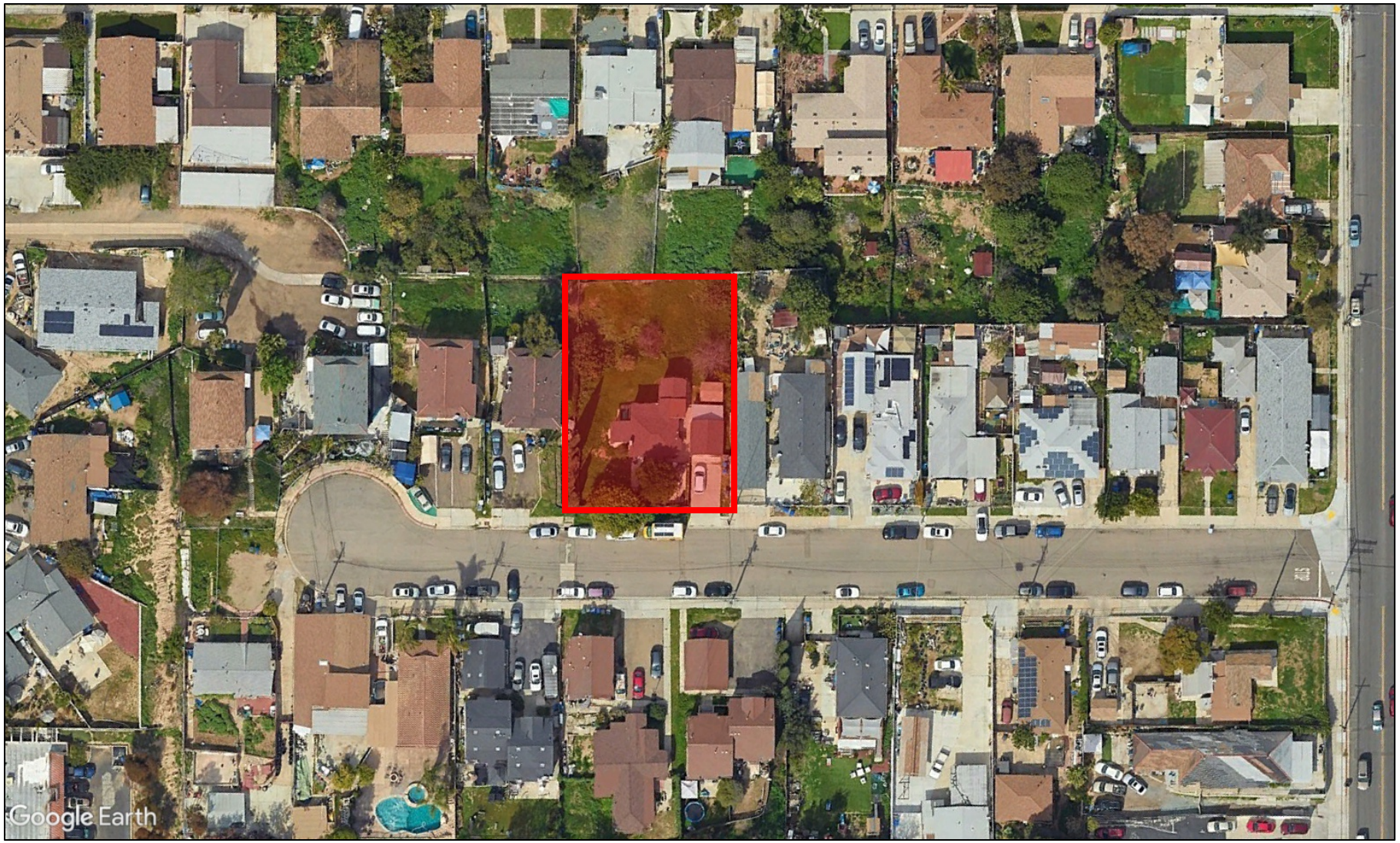
ABSENT:

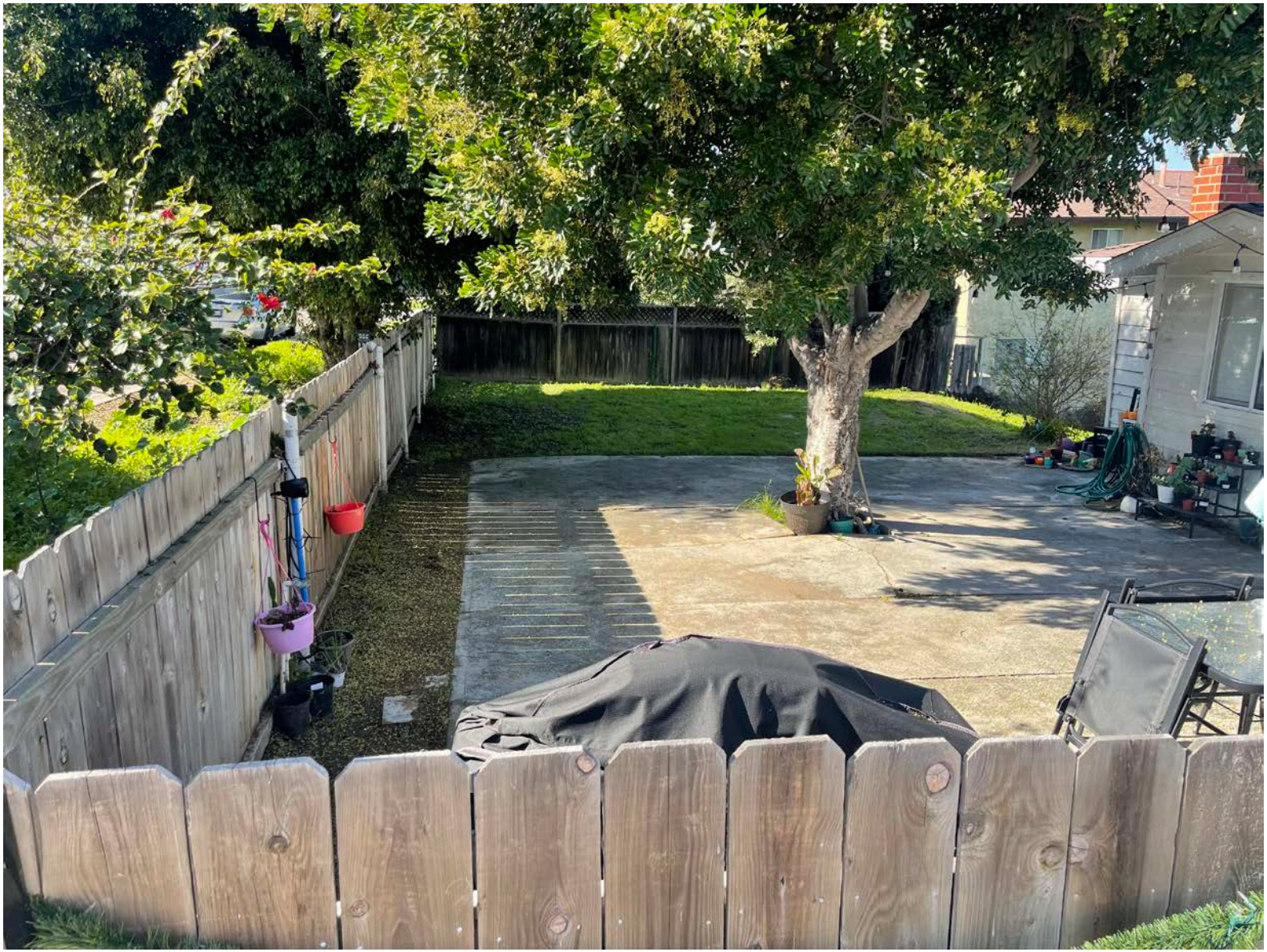
ABSTAIN:

_____

CHAIRPERSON

2023-09 LS ZV – 1441 E. 7th Street. – Overhead





FRONT YARD



REAR OF LOT

TENTATIVE PARCEL MAP NO._____

EXHIBIT A
CASE FILE NO.: 2023-09 LS ZV
DATE: 9/24/2024

LAND DIVISION STATEMENT / OWNER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE RECORD OWNER, AS SHOWN ON THE LATEST EQUALIZED COUNTY ASSESSMENT, OF THE PROPERTY SHOWN ON THE TENTATIVE PARCEL MAP. ALL OF MY CONTIGUOUS OWNERSHIP WITHIN AND BEYOND THE BOUNDARIES OF THE TENTATIVE PARCEL MAP ARE SHOWN. THE BASIS OF CREATION OF THE LOTS IN MY OWNERSHIP (e.g. PARCEL MAP, FINAL MAP, CERTIFICATE OF COMPLIANCE, RECORDED DEED BEFORE 2/1/72) IS INDICATED ON THE TENTATIVE PARCEL MAP. I UNDERSTAND THAT PROPERTY IS CONSIDERED AS CONTIGUOUS EVEN IF IT IS SEPARATED BY ROADS, STREETS, UTILITY EASEMENTS OR RAILROAD RIGHT-OF-WAY. "FREEWAY" AS DEFINED IN SECTION 23.5 OF THE STREETS AND HIGHWAY CODE, SHALL NOT BE CONSIDERED AS ROADS OR STREETS.

I FURTHER CERTIFY THAT I WILL NOT, BY THIS APPLICATION, CREATE OR CAUSE TO BE CREATED, OR WILL NOT HAVE PARTICIPATED IN THE CREATION OF MORE THAN FOUR PARCELS ON CONTIGUOUS PROPERTY UNLESS SUCH CONTIGUOUS PARCELS WERE CREATED BY MAJOR SUBDIVISION. FOR PURPOSES OF THIS CERTIFICATION, THE TERM "PARTICIPATED" MEANS HAVING COOPERATED WITH OR ACTED IN A PLANNING, COORDINATING OR DECISION-MAKING CAPACITY IN ANY FORMAL OR INFORMAL ASSOCIATION OR PARTNERSHIP FOR THE PURPOSE OF DIVIDING REAL PROPERTY.

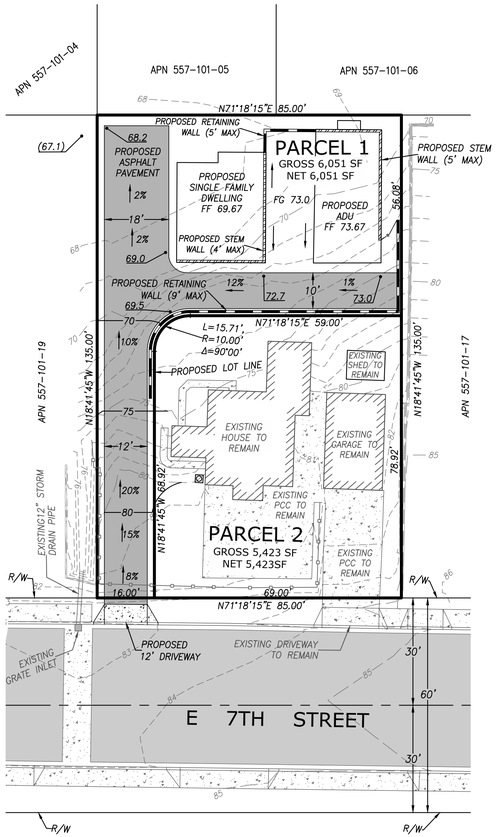
I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

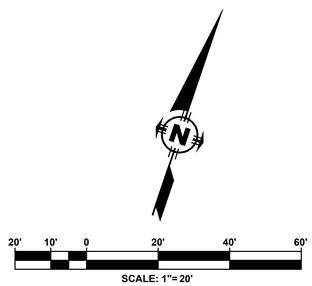
EXECUTED THIS _____ DAY OF _____ , 2023 AT SAN DIEGO, CALIFORNIA.

RAINTREE RESIDENTIAL, LLC.
BY: DEVKOR PROPERTIES, INC.
A CALIFORNIA CORPORATION

_____

ROBERT SHAPPIRO, PRESIDENT DATE
6815 FLANDERS DRIVE, SUITE 240
SAN DIEGO, CA 92121





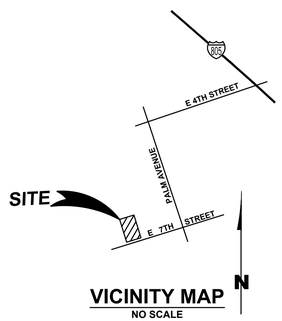
1. SITE ADDRESS: 1441 E 7TH STREET
   NATIONAL CITY, CA 91950
2. TAX ASSESSOR'S PARCEL NUMBER: 557-101-34
3. ABBREVIATED LEGAL DESCRIPTION: A PORTION OF THE SOUTHERLY ONE-HALF OF THE EASTERLY ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF LOT 2, MAP 166.
4. EXISTING & PROPOSED ZONING: RS-2 SMALL LOT RESIDENTIAL
5. GENERAL PLAN LAND USE DESIGNATOR: LOW-MEDIUM DENSITY RESIDENTIAL
6. SITE AREA: 11,475 SF = 0.263 AC
7. BENCHMARK: CITY OF SAN DIEGO SURVEY CONTROL BENCHMARK LOCATED AT THE SOUTHEAST CORNER OF 8TH STREET & PALM AVENUE.

   BRASS PLUG IN TOP OF CURB RETURN
   ELEVATION = 55.97 MSL

8. SOURCE OF TOPOGRAPHY: EXISTING CONDITIONS PER LUNDSTROM ENGINEERING AND SURVEYING, INC. MAP DATE 9-2-22

EASEMENT NOTES:

NO EASEMENTS PER TITLE REPORT PREPARED BY STEWART TITLE COMPANY AS ORDER NO. 1614774 DATED FEBRUARY 28, 2022.



VICINITY MAP
NO SCALE

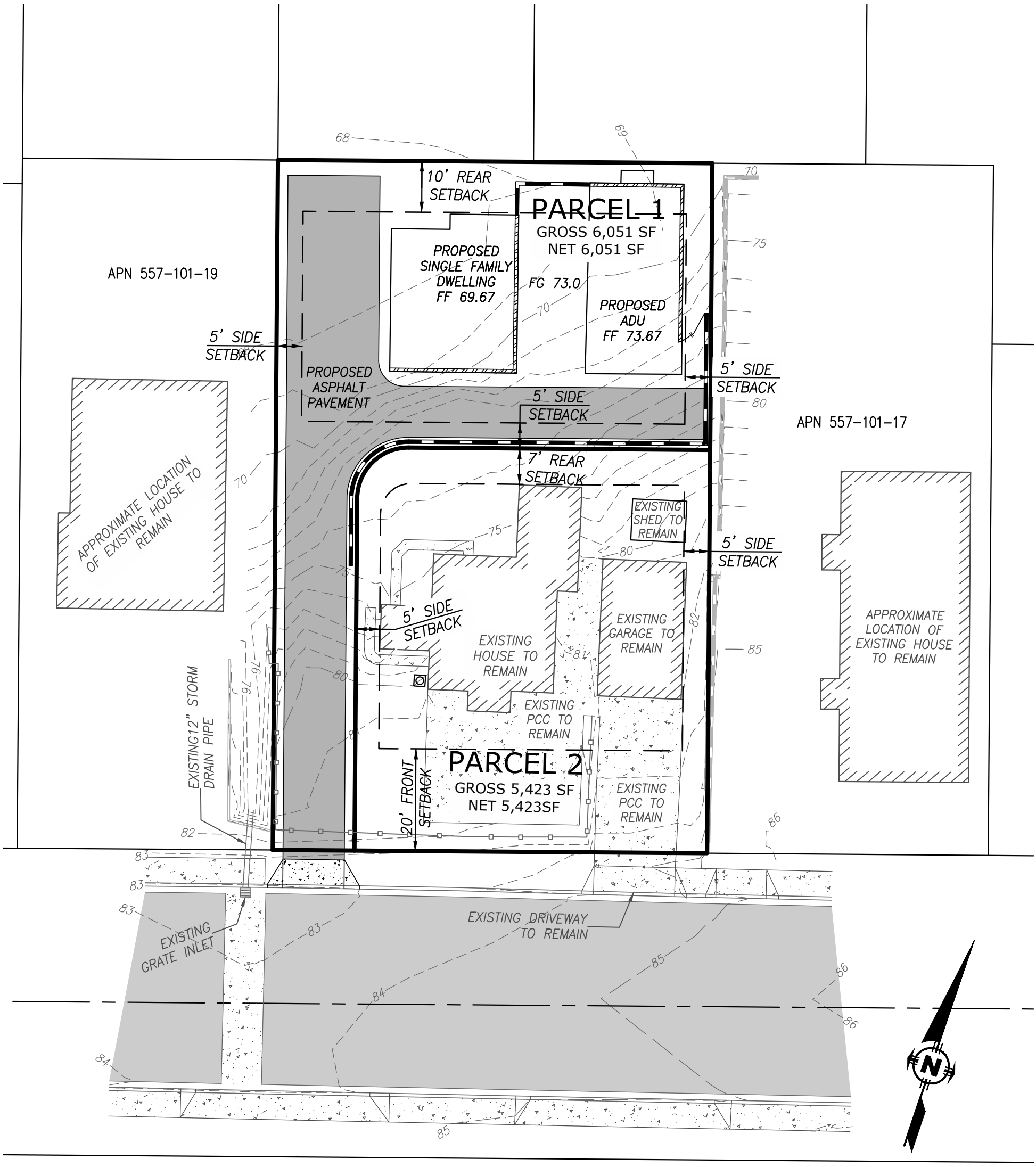
REGISTERED PROFESSIONAL ENGINEER
LAWRENCE W. WALSH
46316
CIVIL
STATE OF CALIFORNIA

PREPARED BY:

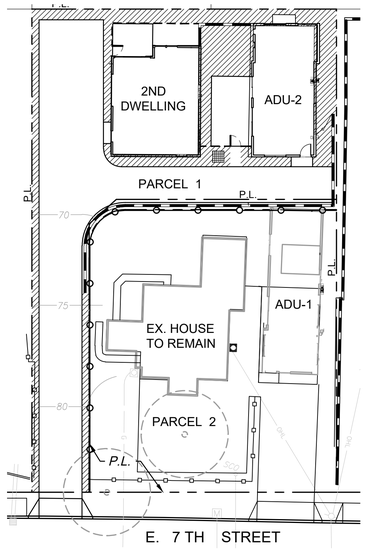
LAWRENCE W. WALSH DATE
Walsh Engineering & Surveying, Inc.
607 Aldwych Road, El Cajon, CA 92020
(619) 588-6747

ATTACHMENT 4

L:\PROJECTS 3D\221360-7TH STREET\PRODUCTION DRAWINGS\221360-ENGINEERING BASE.DWG June 21, 2023 - 12:11pm



SETBACKS		
	EXISTING	PROPOSED
PARCEL 1	FRONT: 20'	FRONT: 20'
	REAR: 25'	REAR: 10'
	SIDE: 5'	SIDE: 5'
PARCEL 2	FRONT: 20'	FRONT: 20'
	REAR: 25'	REAR: 7'
	SIDE: 5'	SIDE: 5'



Hydrozone Map

Hydrozone Legend

ZONE 1	TREES, SHRUBS, & GROUND COVERS, LOW WATER USE - DRIP IRRIGATION
ZONE 2	TREE. LOW WATER USE - TREE BUBBLERS (40 S.F. PER TREE)

County of San Diego, Planning & Development Services

WATER EFFICIENT LANDSCAPE WORKSHEET

(a) Hydrozone Category	PF- Plant Factor
Very Low Water Use	0.0 - 0.1
Low Water Use*	0.2 - 0.3
Moderate Water Use	0.4 - 0.6
High Water Use	0.7 - 1.0

*Artificial turf and temporarily irrigated areas are considered Low Water Use.

(b) Irrigation Method	IE- Irrigation Efficiency
Filler Pipe for Pools/Spas	1.00
Drip/Subsurface	0.90
Bubblers	0.85
Rotors	0.75
Rotators	0.70
Overhead Spray	0.60

(d) ETWU (Annual Gallons Required) =
Eto x 0.62 x ETAF x Area

(e) MAWA (Annual Gallons Allowed) =
(ETo)(0.62)[(ETAF x LA) + ((1- ETAF) x SLA)]

ETo - see Appendix A in Water Efficient Landscape Design Manual. **(ETO = 44.2)**
0.62 is the conversion factor to gallons per sq. ft.
ETAF is Plant Factor/Irrigation Efficiency.
Area is the Landscaped Area for each hydrozone.
LA is the total landscape of all hydrozone areas in sq. ft.
SLA is the total special landscape area in square feet.
ETAF is 0.42 for all areas

REFERENCE EVAPOTRANSPIRATION (ETo) 44.2

Hydrozone # / Planting **(a)** Description	Plant Factor (PF)	Irrigation **(b)** Method	Irrigation Efficiency **(c)** (IE)	ETAF (PF/IE)	Landscape Area In Square Feet	ETAF x Area	Estimated total Water Use (d) (ETWU)
Zone 1 - Trees, Shrubs, G.C.	0.3	Drip-sub	0.9	0.33	1,410	470	12,880
Zone 2 - Trees	0.3	Bubblers	0.85	0.35	40	14	387
				Totals	1,450	484	13,267
						Estimated Total Water Use **(ETWU) Total**	13,267
						Maximum Water Allowance **(MAWA)(e)**	16,689
						Irrigation Efficiency **(IE) Average****	0.23

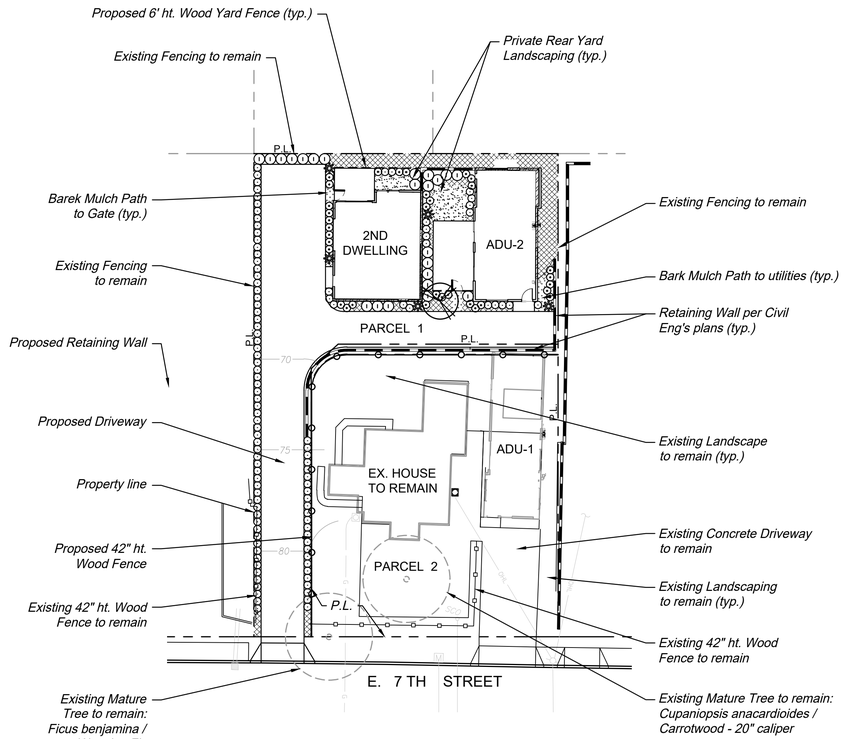
****Average Irrigation Efficiency for overall irrigation system shall meet or exceed 0.75 (total of all efficiency ratings divided by number of hydrozones).**

ETAF CALCULATIONS

Average ETAF for Regular Landscape Areas must be 0.42 or below for all areas. ***Provide Totals based on information calculated in Worksheet above.***

Regular Landscape Areas		***Totals***
Total ETAF x Area	(B) =	484
Total Area	(A) =	1,450
Average ETAF	**(B) ÷ (A) =**	0.33

Landscape Concept Plan
1441 E. 7th Street Development



Landscape Concept Plan

LANDSCAPE CALCULATIONS	
TOTAL SITE AREA - PARCEL ONE	5,858 S.F.
TOTAL LANDSCAPE AREA - PARCEL ONE	1,450 S.F.
% OF PARCEL ONE SITE LANDSCAPED	24.7%

APN

557-101-34

PROJECT ADDRESS:

1441 E. 7TH STREET
NATIONAL CITY, CA 91950

Preliminary Plant Legend

	Botanical Name	Common Name	WUCOLS Zone 3
TREES			
	YARD TREES (24" BOX)		
	.LAURUS 'SARATOGA'	SARATOGA LAUREL	L
SHRUBS			
	ACCENT SHRUBS (5 GAL)		
	.AGAVE SPP.	AGAVE	L
	.BOUGAINVILLEA 'TORCH GLOW'	BOUGAINVILLEA	L
	SCREENING SHRUBS (1 GAL-5 GAL)		
	.MYRTUS C. 'COMPACTA'	DWARF MYRTLE	L
	.SALVIA 'WINIFRED GILMAN'	CLEVELAND SAGE	L
	.TECOMA 'ORANGE JUBILEE'	ORANGE BELLS	L
	.WESTRINGIA 'BLUE GEM'	COAST ROSEMARY	L
	MASSING SHRUBS (1 GAL-5 GAL)		
	.CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLEBRUSH	L
	.DIANELLA R. 'LITTLE REV'	LITTLE REV FLAX LILY	L
	.DIETES BICOLOR	FORTNIGHT LILY	L
	.LANTANA 'GOLD MOUND'	SPREADING LANTANA	L
	.LOMANDRA 'BREEZE'	NO COMMON NAME	L
	.RHAPHIOLEPIS 'BALLERINA'	DWARF INDIA HAWTHORN	L
	.SALVIA GREGGII	AUTUMN SAGE	L
	.SALVIA LEUCANTHA	MEXICAN BUSH SAGE	L
GROUND COVERS			
	VEGETATIVE GROUND COVERS		
	.CAREX TUMULICOLA	FOOTHILL SEDGE	L
	.MYOPORUM 'PUTAH CREEK'	PUTAH CREEK MYOPORUM	L
	.ROSMARINUS 'PROSTRATUS'	PROSTRATE ROSEMARY	L
	NON-VEGETATIVE GROUND COVERS		
	.ARTIFICIAL TURF		VL
	.BARK MULCH PATH - 3" LAYER		VL

LANDSCAPE NOTES:

1. ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY INDIVIDUAL HOMEOWNERS.
2. ALL LANDSCAPED AREAS SHALL BE IRRIGATED WITH A PERMANENT AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM UTILIZING LOW-PRECIPITATION RATE EQUIPMENT AND A SMART CONTROLLER.
3. LANDSCAPE CONSTRUCTION DRAWINGS SHALL BE PREPARED TO MEET THE REQUIREMENTS OF THE NATIONAL CITY MUNICIPAL CODE, SECTION 18.
4. THERE ARE NO EXISTING PLANTS ON SITE.
5. ALL PROPOSED PLANT MATERIAL SHALL HAVE A WUCOLS RATING OF 'LOW'
6. ALL PLANTING AREAS SHALL HAVE A 3" LAYER OF SHREDDED BARK MULCH
7. ALL LANDSCAPED AREAS SHALL HAVE SOIL AMENDMENTS AS RECOMMENDED BY THE SOILS REPORT.

0 10' 20' 40'
Scale 1" = 20' North

For Reference Only

REGISTERED LANDSCAPE ARCHITECT — JULIE HOWARD, LIC. NO. 2681 — SIGNATURE 5-23-2023 DATE — 3/31/25 EXP. DATE — STATE OF CALIFORNIA

May 23, 2023

rla 2681
HOWARD ASSOCIATES
landscape architecture
1951 4th Avenue, Suite 302
San Diego, CA 92101 (619) 718-9660

CALIFORNIA — NATIONAL CITY — 1887 — INCORPORATED

CITY OF NATIONAL CITY

Landscape Concept Plan for:
1441 E. 7th Street Homes

APPROVED FOR PERMITTING PURPOSES ONLY:

CITY ENGINEER _____ DATE _____

PROJECT NO. _____ NAD _____

SHEET 1 OF 1 SHEETS — D

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND TENTATIVE PARCEL MAP DIVIDING ONE LOT INTO TWO WITH A ZONE VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS ON A PROPERTY LOCATED AT 1441 EAST 7TH STREET

CASE FILE NO.: 2023-09 LS ZV

APN: 557-101-34-00

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **October 7, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Raintree Residential, LLC-Robert Shapiro)

The applicant proposes to subdivide an existing 11,475 square-foot parcel into two parcels. Parcel 1 will be 6,051 square feet in size, with a two-story primary residence and a two-story accessory dwelling unit (ADU). An exception is requested for reduced street frontage for Parcel 1. Parcel 2 will be 5,423 square feet in size and will include an existing single-family dwelling as well as a garage, which will be converted to an ADU. A Zone Variance is being requested for a reduced setback on Parcel 2. Both lots will be accessed from East 7th Street. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 (In-Fill Development Projects).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 2:00 p.m., **October 7, 2024** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

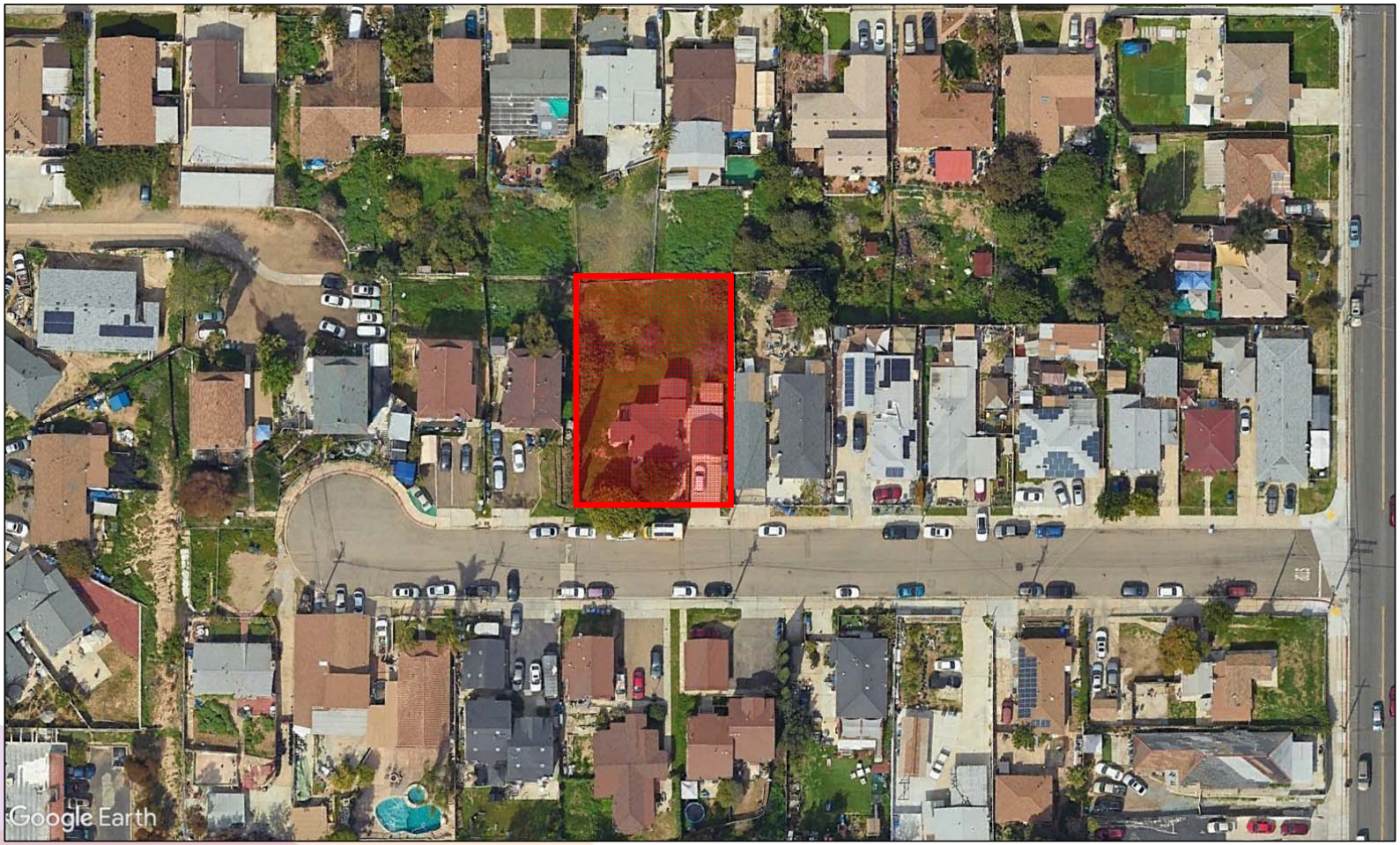
Public Hearing

TENTATIVE PARCEL MAP DIVIDING ONE LOT INTO TWO WITH A ZONE VARIANCE TO DEVIATE FROM SETBACKS ON A PROPERTY LOCATED AT 1441 EAST 7TH STREET.

Site Characteristics

- 1441 EAST 7TH STREET
  - RS-2 (Small Lot Residential)
  - 11,475 square-foot property
    - Width of 85 feet; depth of 135 feet
    - Frontage on East 7th Street
    - Developed with a single-family home and detached garage
    - The site is sloped with a 17-foot difference in grade
  - Surrounding development is residential
    - Lots with 1-3 units

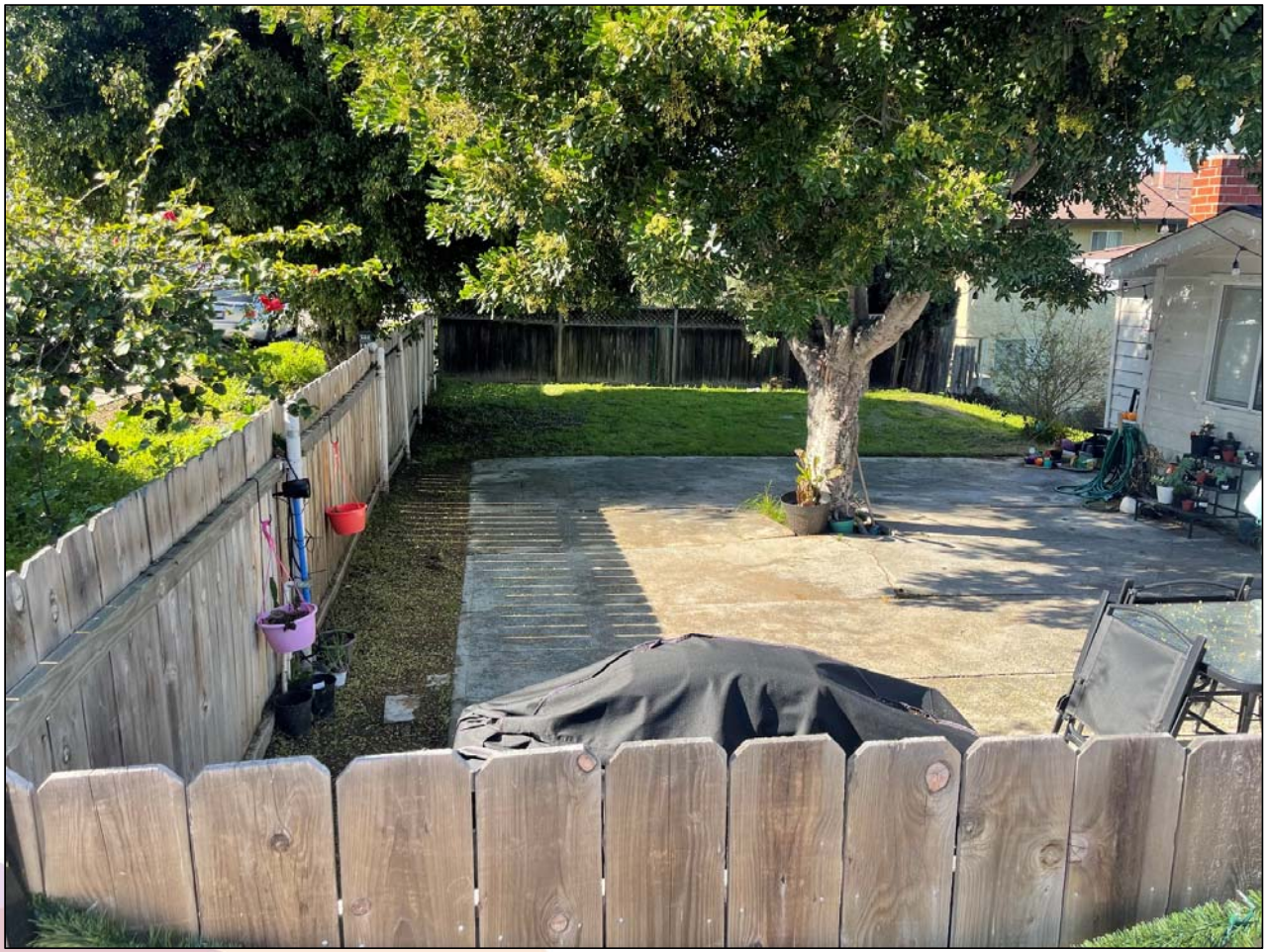
Overhead



Overhead


Google Earth
Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Data LDEO-Columbia, NSF, NOAA
Image © 2024 Airbus

Site Photos



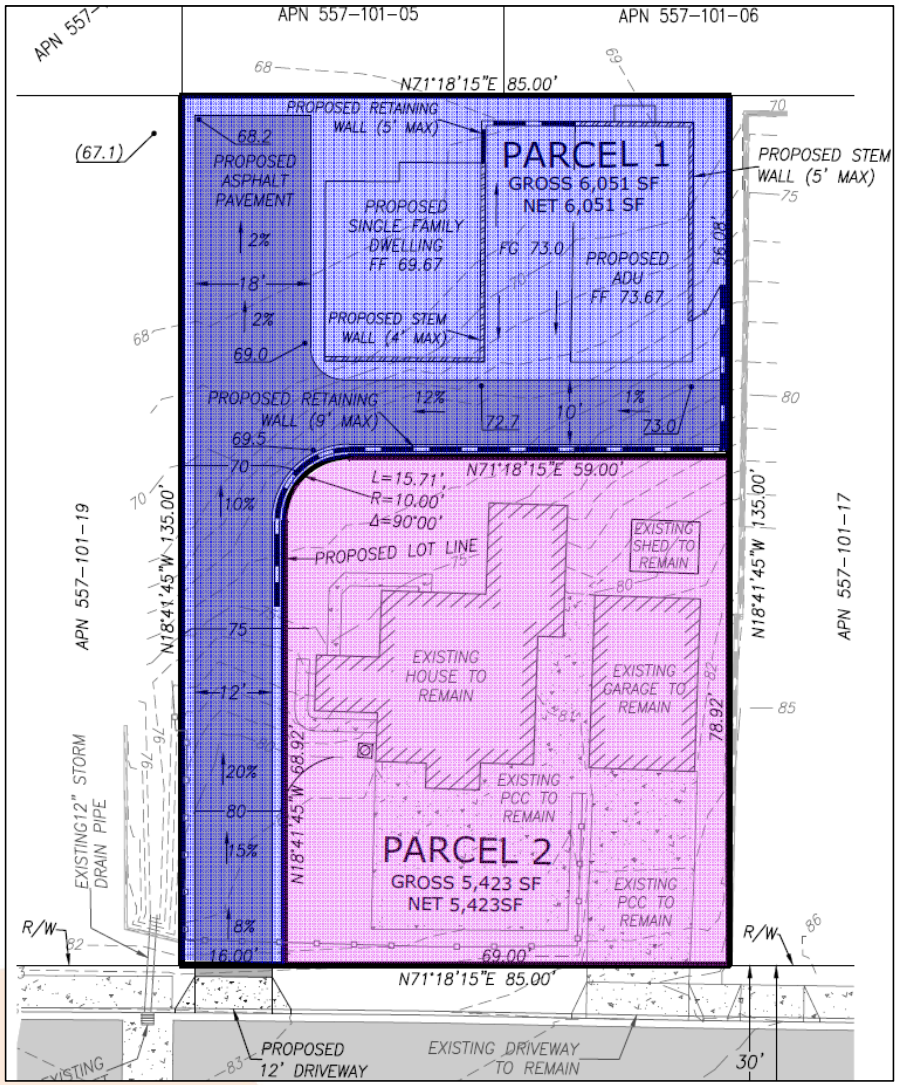
Site Photos



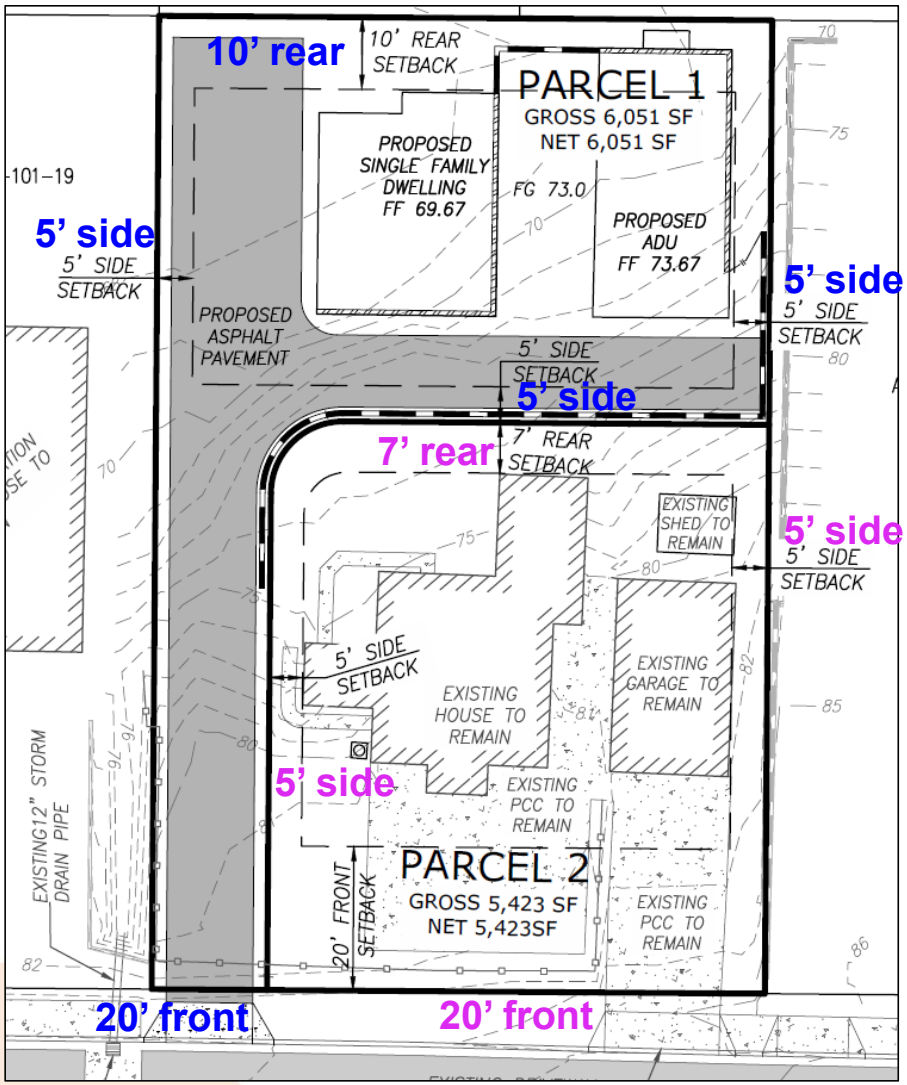
Proposal

- TENTATIVE PARCEL MAP DIVIDING ONE LOT INTO TWO
  - Parcel 1
    - 6,051 square feet
    - 16 feet of frontage, exception requested
    - Rear yard setback of 10 feet
    - Proposed single-family home and detached ADU
  - Parcel 2
    - 5,423 square feet
    - 69 feet of frontage
    - Rear yard setback of 7 feet
    - Existing home and detached garage; garage to be converted to ADU

Parcel Map


APN 557-101-05
APN 557-101-06
APN 557-101-19
APN 557-101-17
N71°18'15"E 85.00'
PARCEL 1
GROSS 6,051 SF
NET 6,051 SF
PROPOSED SINGLE FAMILY DWELLING
FF 69.67
PROPOSED ADU
FF 73.67
FG 73.0
PROPOSED ASPHALT PAVEMENT
PROPOSED RETAINING WALL (5' MAX)
PROPOSED STEM WALL (4' MAX)
PROPOSED RETAINING WALL (9' MAX)
PROPOSED STEM WALL (5' MAX)
PROPOSED LOT LINE
L=15.71'
R=10.00'
Δ=90°00'
N71°18'15"E 59.00'
N18°41'45"W 135.00'
N18°41'45"W 68.92'
EXISTING HOUSE TO REMAIN
EXISTING GARAGE TO REMAIN
EXISTING SHED TO REMAIN
EXISTING PCC TO REMAIN
PARCEL 2
GROSS 5,423 SF
NET 5,423SF
EXISTING 12" STORM DRAIN PIPE
R/W
PROPOSED 12' DRIVEWAY
EXISTING DRIVEWAY TO REMAIN
30'

Setbacks


10' rear
10' REAR SETBACK
PARCEL 1
GROSS 6,051 SF
NET 6,051 SF
PROPOSED SINGLE FAMILY DWELLING
FF 69.67
FG 73.0
PROPOSED ADU
FF 73.67
5' side
5' SIDE SETBACK
PROPOSED ASPHALT PAVEMENT
5' SIDE SETBACK
5' side
7' rear
7' REAR SETBACK
EXISTING SHED TO REMAIN
5' side
5' SIDE SETBACK
5' SIDE SETBACK
EXISTING HOUSE TO REMAIN
EXISTING GARAGE TO REMAIN
5' side
EXISTING PCC TO REMAIN
PARCEL 2
GROSS 5,423 SF
NET 5,423SF
20' FRONT SETBACK
EXISTING PCC TO REMAIN
EXISTING12" STORM DRAIN PIPE
20' front
20' front

Analysis

- PROPOSAL CONSISTENT WITH GENERAL PLAN
  - Policy LU 4.3
    - Promote infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.
  - Housing Element
    - Homeownership opportunity
  - Density
    - Low-Medium Density Residential land use designation
    - Up to nine dwelling units per acre
    - Project density is 7.6 units per acre

Analysis (cont.)

- PROPOSAL CONSISTENT WITH SUBDIVISION ORDINANCE
  - Title 17 has requirements for dedications, improvements, design standards, and conformance with Title 18 (Land Use Code)
    - The site is on an established block with existing development fronting East 7th Street. No additional public streets are required to be dedicated.
    - Required improvements are included as conditions of approval from the Engineering Department.
    - Exception required for deviation from the street frontage requirement

Analysis (cont.)

- PROPOSAL CONSISTENT WITH LAND USE CODE
  - Use
    - The RS-2 zone permits single-family residential uses.
  - Density
    - 6-9 dwelling units per acre; 7.6 proposed
  - Development standards
    - Minimum lot area of 5,000 square feet
    - Minimum street frontage of 50 feet
    - Setback requirements

Analysis (cont.)

- PROPOSAL CONSISTENT WITH LAND USE CODE
  - Minimum street frontage of 50 feet
  - Exception:
    - Property has such a size, shape, or topographic conditions that it is impossible or impractical to fully conform to subdivision requirements.
    - The exception will not be detrimental to the public health, safety, or welfare, or be detrimental to the use of other properties in the vicinity.
    - Granting of the exception in in accordance with the intent and purposes of Title 17 and is consistent with the General Plan and with all applicable specific plans or other plans of the city.

Analysis (cont.)

- PROPOSAL CONSISTENT WITH LAND USE CODE
  - Minimum street frontage of 50 feet
  - Exception:
    - The lot is 85 feet in width and would not be able to meet minimum frontage for two lots.
    - The topography of the site would make it difficult to develop in certain locations. The “flag lot” configuration allows for a development site in a more suitable location.
    - Project is conditioned to meet all applicable development standards.
    - Project is consistent with the General Plan and not located within a Specific Plan.

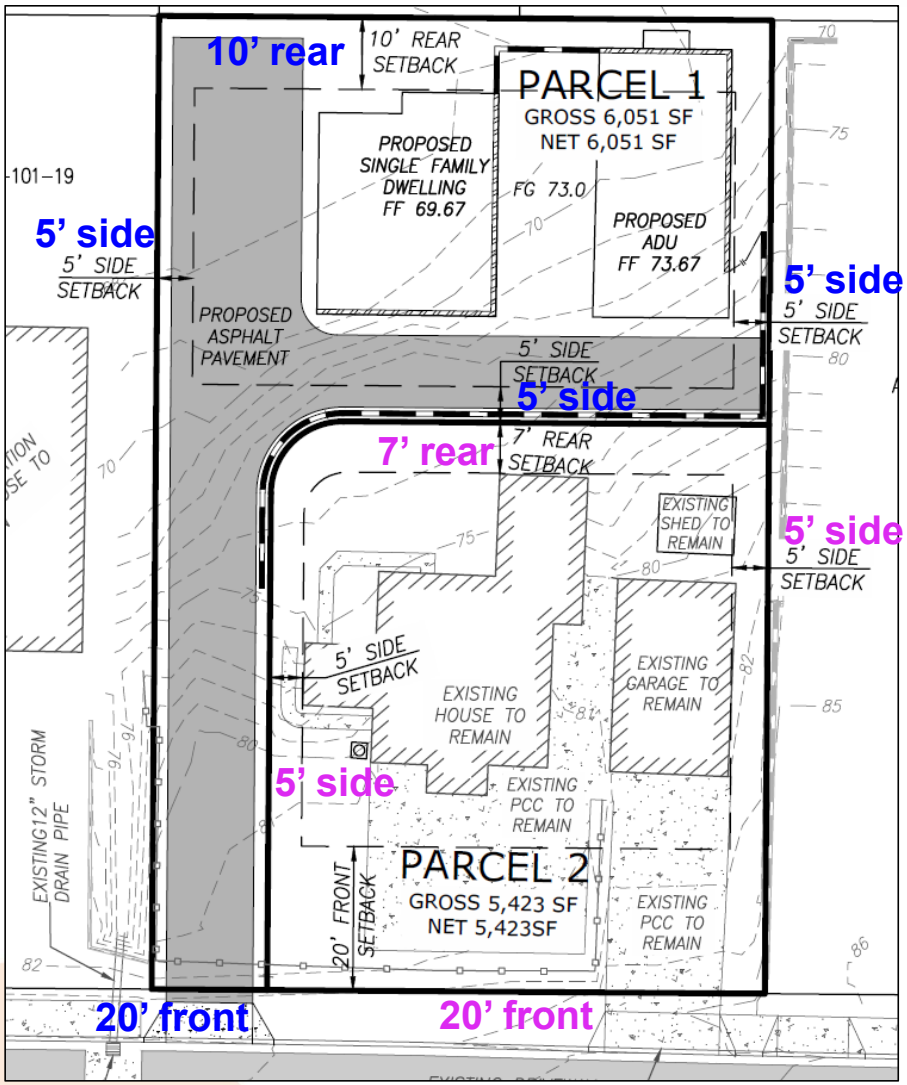
Analysis (cont.)

- PROPOSAL CONSISTENT WITH LAND USE CODE
  - Rear yard setback of 25 feet
  - Variance:
    - The variance shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of Title 18 deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.
    - Shall not grant a special privilege inconsistent with the limitations on other properties in the vicinity and zone.
    - Shall not be granted for a use or activity not authorized in the zone.

Analysis (cont.)

- PROPOSAL CONSISTENT WITH LAND USE CODE
  - Rear yard setback of 25 feet
  - Variance:
    - The subject property has a size and shape that is insufficient for conformance with all setback requirements for the two proposed parcels.
    - Lacks sufficient width to create two 135-foot deep parcels; topography also would have made this configuration less practical
    - The configuration with one property in the front and one in the rear leads to overly-restrictive setback requirements. All but 60 feet of the depth of the lot would be dedicated to setback requirements.
    - The request for a 10-foot rear yard setback for Parcel 1 and a 7-foot rear yard setback for Parcel 2 grants necessary relief to provide practical development sites.
    - Existing development on E. 7th Street has reduced setbacks.
    - Project proposes a single-family use permitted in the RS-2 zone.

Setbacks


10' rear
10' REAR SETBACK
PARCEL 1
GROSS 6,051 SF
NET 6,051 SF
PROPOSED SINGLE FAMILY DWELLING
FF 69.67
FG 73.0
PROPOSED ADU
FF 73.67
5' side
5' SIDE SETBACK
PROPOSED ASPHALT PAVEMENT
5' SIDE SETBACK
5' side
7' rear
7' REAR SETBACK
EXISTING SHED TO REMAIN
5' side
5' SIDE SETBACK
5' SIDE SETBACK
EXISTING HOUSE TO REMAIN
EXISTING GARAGE TO REMAIN
5' side
EXISTING PCC TO REMAIN
PARCEL 2
GROSS 5,423 SF
NET 5,423SF
20' FRONT SETBACK
EXISTING PCC TO REMAIN
EXISTING12" STORM DRAIN PIPE
20' front
20' front

California Environmental Quality Act (CEQA)

- DETERMINE TO BE CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CLASS 32, SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS)
  - Notice of exemption will be filed subsequent to an approval

Conditions / Summary

- CONDITIONS OF APPROVAL
  - Comments from Engineering and Fire
  - Required right-of-way improvements
  - Final map requirements
  - Applicable codes
- PROPOSED USE CONSISTENT WITH GENERAL PLAN
  - Project is consistent with General Plan and LUC with granting of the requested exception and variance.

Options

- FIND PROJECT EXEMPT FROM CEQA & APPROVE TENTATIVE PARCEL MAP AND ZONE VARIANCE BASED ON FINDINGS LISTED IN THE DRAFT RESOLUTION / FINDINGS DETERMINED BY THE COMMISSION; OR
- FIND PROJECT NOT EXEMPT FROM CEQA AND/OR DENY TENTATIVE PARCEL MAP AND ZONE VARIANCE BASED ON FINDINGS DETERMINED BY THE COMMISSION; OR
- CONTINUE THE ITEM FOR ADDITIONAL INFORMATION
- STAFF RECOMMENDING APPROVAL
- RECOMMENDATION TO CITY COUNCIL

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Stephen Manganiello, Director of Public Works/City Engineer**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Service Agreement with County of San Diego for Euclid Avenue Roadway Resurfacing

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City National City, California, Authorizing the Mayor to Execute a Service Agreement with the County of San Diego for Roadway Resurfacing of Euclid Avenue Between Sweetwater Road and 24th Street in the Amount of $112,960.42."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On June 10, 2024, the County of San Diego Public Works Department (County DPW) notified the City of National City's Director of Public Works of an opportunity to participate in the County's Annual Roadway Resurfacing Program for portions of Euclid Avenue that cross jurisdictional boundaries. As shown in Exhibit A, the County is proposing to resurface Euclid Avenue between Sweetwater Road and 24th Street, which includes a short 0.06-mile segment within the jurisdictional boundaries of National City. By executing the attached agreement, the City would be able to take advantage of competitive pricing by adding the smaller National City segment to the larger County project.

City staff has reviewed the Agreement and cost proposal, which is competitive given current bid pricing for similar work, and recommends City Council approval in the amount of $112,960.42. This amount includes a 20% construction contingency and applicable soft costs for preparation of plans, specifications and estimates (PS&E), construction management, inspections, construction survey, materials testing, and contract administration. Should unforeseen circumstances arise which result in an increase of costs in excess of the authorized amount, staff shall return to City Council to amend the Agreement.

County DPW is currently scheduled to go to the County Board of Supervisors for approval by December 2024 and start construction in Summer 2025.

FINANCIAL STATEMENT:
Funding available through prior City Council CIP appropriations for Street Resurfacing.
Expenditure Account No. 307-10-18-18500-7598-6035307 (Street Resurfacing): $112,960.42

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
Per the Agreement, the County of San Diego, acting as the Lead Agency, is responsible for ensuring the Project complies with CEQA.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Agreement with Exhibits
Exhibit B – Resolution

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF NATIONAL CITY

FOR

EUCLID AVENUE ROADWAY RESURFACING

This Service Agreement for the Euclid Avenue Roadway Resurfacing project ("Agreement") is entered into this ___ day of _____, 2024, by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of National City, a municipal corporation (hereinafter "CITY"), for roadway resurfacing of portions of Euclid Avenue located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
B. The COUNTY currently has a roadway resurfacing project for Euclid Avenue from Sweetwater Road northeast to end of COUNTY limits, and from beginning of COUNTY limits north to 24th Street, approximately 0.51 miles, which excludes work outside of the COUNTY'S jurisdiction (“COUNTY PROJECT”).
C. The CITY currently has jurisdiction over an approximately 1,220 foot (0.06 mile) section of Euclid Avenue, from end of COUNTY limits south, to 250 feet north of the intersection of Euclid Avenue and Sweetwater Road, south of the COUNTY PROJECT.
D. COUNTY and CITY have mutually agreed that the CITY’s 0.06 mile portion of Euclid Avenue is in need of roadway resurfacing.
E. The CITY limit is either side of the COUNTY PROJECT, as depicted on "Exhibit A", which is attached hereto and incorporated by this reference. All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
F. The roadway resurfacing on Euclid Avenue will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of two inches (2”) to remove surface distresses and irregularities. Two inches (2”) of asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), dike replacement, utility coordination and striping the roadway.
G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of one hundred and twelve thousand, nine hundred and sixty dollars and forty-two cents ($112,960.42), as

well as changes to the CITY PROJECT completed with prior CITY approval. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.

I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services for which the CITY will reimburse COUNTY as shown on Exhibit "B", which is attached hereto and incorporated by this reference.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
4. To make written application to CITY for a public right-of-way permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating the County of San Diego as the Lead Agency for the Project, to act as the lead agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. Exhibit "C" is attached hereto and incorporated by this reference.
6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or COUNTY statutes, ordinances, orders, governmental requirements, laws or regulations, including, but not limited to, the COUNTY public construction codes, California Labor Code, and California Public Contract Code.
7. To furnish a representative to perform the function of "Resident Engineer" during construction of CITY PROJECT.
8. To furnish qualified support staff to assist the Resident Engineer. Such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of

estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.

9. To construct the CITY PROJECT in accordance with approved PS&E documents.
10. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed $112,960.42 (as shown in Exhibit “B”) to CITY for review and approval prior to final authorization by COUNTY.
11. To furnish CITY as-built plans within one hundred and eighty (180) days following the completion and acceptance of the CITY PROJECT construction contract.
12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall reimburse CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit “B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council approval if applicable.
2. To deposit with COUNTY, within thirty (30) days of executing this Agreement, the full amount of $112,960.42 (the "Deposit"), as provided in Exhibit “B".
3. CITY agrees to approve the COUNTY or its contractors public right-of-way permit application authorizing entry onto CITY’s right of way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT, if the proposed work meets CITY design and access requirements, within forty-five (45) days of the application being deemed complete. CITY agrees to reimburse COUNTY for COUNTY, or its contractor’s, cost to obtain such permit and for any requirements of said permit not required by COUNTY’s construction contract.
4. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide oversight of the CITY PROJECT, to provide reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in processing of the CITY PROJECT.
6. To pay within forty-five (45) days of receipt the invoice for final reconciled cost in excess of the Deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement, subject to City Council approval if applicable.
7. CITY agrees that it shall be legally obligated to pay the full cost of the CITY PROJECT, including any costs associated with change orders reasonably necessary to complete the project, and that this liability shall not be reduced, excused or defensed on the basis of the failure or refusal of the City Council to approve an amendment to this Agreement or budget necessary funds to pay the liability.
8. CITY agrees that COUNTY shall not be liable to CITY for any cost increases or liabilities resulting from any alleged errors or omissions in site investigation, utility coordination, engineering

review, or other activities associated with, use in, and including the PS&E for the CITY PROJECT, and that COUNTY makes no representations or warranties regarding quality of work or materials for the CITY PROJECT. CITY is a third-party beneficiary of the CITY PROJECT work to be included in the COUNTY contract per Section 1, and COUNTY agrees to assign any warranties or other contractual rights it may have to CITY for the CITY PROJECT portion of the work.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and material testing for CITY PROJECT, including a twenty percent (20%) contingency, is estimated to be one hundred and twelve thousand, nine hundred and sixty dollars and forty-two cents ($112,960.42), as detailed in Exhibit “B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.
3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COUNTY construction cost estimate is identified, COUNTY and CITY shall endeavor to agree upon a course of action in a timely manner to avoid construction delay, contractor mobilization or similar costs.
4. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until a public right-of-way permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. Parties shall obtain and/or cause any agent, subcontractor or other representative of that Party to maintain insurance at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name the City of National City, its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and that additional insured certificates be provided to CITY as specifically set forth in Exhibit “D”, City of National City Insurance Requirements. COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify the City of National City, its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY’S sole negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership. COUNTY shall have no liability for any claims within the scope of insurance provided by the COUNTY’s contractor, and any insurance or self-insurance maintained by COUNTY shall not be obligated for any such insured claims.
6. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT. CITY shall accept responsibility for maintenance of CITY PROJECT upon receipt of a notice of completion from COUNTY.

7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all Parties and no oral understanding or agreement not incorporated herein shall be binding on each Party hereto.
8. In the event that either Party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other Party shall have the option to terminate this Agreement for default. Termination by CITY for default after the award of a construction contract shall not excuse CITY from paying for the CITY PROJECT work completed prior to termination. If COUNTY's contractor has the legal right to complete work per the awarded contract, CITY's termination for default shall not excuse the CITY from liability to the contractor for completion or damages for failure to allow completion of the CITY PROJECT.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.
11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other Party.
12. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the City and County of San Diego, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the Party that prepared it in its final form.
14. Any waiver by COUNTY or CITY of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the Parties, and are intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any Party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
17. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of notice of completion of the CITY PROJECT.

18. The CITY PROJECT shall be awarded and completed in conformity with all applicable federal, state, and COUNTY laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws, and keep in effect any and all licenses, permits, notices and certificates as are required. The COUNTY, as the Party responsible for overseeing the contract work, shall ensure compliance with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. In addition to any applicable federal or state laws, rules, or regulations, COUNTY shall comply with CITY requirements imposed for access to CITY right-of-way and design requirements included in the PS&E at the request of the CITY.
19. Any Party may propose amendments to this Agreement by providing written notice of such amendments to the other Party. This Agreement may only be amended by a written amendment signed by each Party's administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this Agreement.
21. This Agreement shall become effective on the date all of the Parties have signed this Agreement and be in force until the latter of two (2) years from the execution date or the completion and final payment by CITY for CITY PROJECT.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: William P. Morgan, Interim Director of Public Works
5510 Overland Ave, Suite 410
San Diego, CA 92123
Phone: (858) 694-2233

CITY:

City of National City Department of Engineering & Public Works
Attn: Stephen Manganiello, Director of Public Works / City Engineer
1243 National City Blvd
National City, CA 91950
Phone: (619) 336-4380

Attachments:

1. EXHIBIT A – PROJECT MAP
2. EXHIBIT B – CITY ESTIMATED PROJECT COSTS

3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – NATIONAL CITY INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of National City and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: _____

Approved as to form this ___ day of _____, 2024.

BY: _____
THOMAS BOSWORTH
County Counsel

CITY OF NATIONAL CITY

BY: _____
RON MORRISON
Mayor
DATE: _____

Approved as to form this ___ day of _____, 2024.

BY: _____
BARRY J. SCHULTZ
City Attorney

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR ROADWAY RESURFACING OF EUCLID AVENUE BETWEEN SWEETWATER ROAD AND 24TH STREET IN THE AMOUNT OF $112,960.42.

WHEREAS, on June 10, 2024, the County of San Diego ("County") Public Works Department notified City of National City ("City") staff of an opportunity to participate in the County's Annual Roadway Resurfacing Program for portions of Euclid Avenue that cross jurisdictional boundaries; and

WHEREAS, the County is proposing to resurface Euclid Avenue between Sweetwater Road and 24th Street (the "Project"), which includes a short 0.06-mile segment within the jurisdictional boundaries of the City; and

WHEREAS, by executing a service agreement with the County (the "Agreement"), the City would be able to take advantage of competitive pricing by adding the smaller City segment to the larger County Project; and

WHEREAS, City staff has reviewed the County's cost estimate for construction and support services for the portion of the Project within the City's jurisdictional boundaries, and has determined the costs to be fair and reasonable based on prevailing conditions; and

WHEREAS, the County agrees to act as the lead agency on behalf of the City for the overall development and implementation of the Project, including environmental review and compliance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City agrees to reimburse the County for the cost of construction and services for the portion of the Project within the City's jurisdictional boundaries in the amount of $112,960.42; and

WHEREAS, should unforeseen circumstances arise which result in an increase of costs in excess of the authorized amount of $112,960.42, City staff will return to City Council to amend the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute a service agreement with the County of San Diego for roadway resurfacing of Euclid Avenue between Sweetwater Road and 24th Street in the amount of $112,960.42. The Agreement is attached to the Agenda Report as Exhibit A.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of October, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #9 for the period of 8/23/24 through 8/29/24 in the amount of $1,002,939.26

RECOMMENDATION:
Ratify Warrants Totaling $1,002,939.26

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 8/23/24 – 8/29/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
SD Gas and Electric	371047	$97,847.73	Gas and Electric for Utilities Aug FY25
West Coast Arborists	371107	$77,115.00	Citywide Tree Trimming FY25 / Parks
Public Emp Ret	242410155	$345,701.15	Service Period 8/6/24 – 8/19/24

FINANCIAL STATEMENT:
Warrant total $1,002,939.26

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – FY 25 Warrant Register No. 9

WARRANT REGISTER # 9
8/29/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
LOPEZ, CINDY D	CONSULTING SERVICES - JOSE RODRIGUEZ	371010	8/26/24	42,000.00
UNKNWNLABS	AGREEMENT CONSULTANT	371011	8/26/24	8,750.00
			Total for Department	**50,750.00**
Building/Planning				
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQUEST	371060	8/29/24	200.00
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQUEST	371060	8/29/24	200.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	371078	8/29/24	26,100.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	371078	8/29/24	46,752.00
STAPLES BUSINESS ADV	MOP#45704 BUILDING OFFICE SUPPLIES	371102	8/29/24	33.39
STAPLES BUSINESS ADV	MOP#45704 BUILDING OFFICE SUPPLIES	371102	8/29/24	73.70
TRUE NORTH COMPLIANC	FULL RANGE OF BUILDING & SAFETY AND	371104	8/29/24	25,694.28
			Total for Department	**99,053.37**
CAO				
			Total for Department	**0.00**
City Clerk				
MCA DIRECT LLC	ELECTION SUPPLIES	371034	8/29/24	1,539.62
CIVICPLUS, LLC	MUNICODE SUPPORT	371070	8/29/24	4,291.15
CIVICPLUS, LLC	MUNICODE - CODIFICATION	371070	8/29/24	508.75
CORODATA RECORDS	OFFSITE FILE STORAGE	371072	8/29/24	55.65
CORODATA RECORDS	OFF SITE RECORD STORAGE	371072	8/29/24	55.65
CORODATA RECORDS	OFF SITE RECORD STORAGE	371072	8/29/24	55.65
			Total for Department	**6,506.47**
CMO				
ACE UNIFORMS & ACCES	JACKETS WITH CITY LOGO - BRIAN HADLEY	371061	8/29/24	182.10
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - MARCH 2024	371074	8/29/24	2,553.53
STAPLES BUSINESS ADV	MOP# 45704 - OFFICE SUPPLIES - CMO	371102	8/29/24	331.36
STAPLES BUSINESS ADV	MOP#45704 - OFFICE SUPPLIES - CMO	371102	8/29/24	41.31
			Total for Department	**3,108.30**
Community Services/Nutrition/Library				
AIR EXHAUST CORP CO	KITCHEN EXHAUST CLEANING SERVICE	371062	8/29/24	72.00
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371063	8/29/24	1,188.29
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371063	8/29/24	1,748.75
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371063	8/29/24	271.82
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371064	8/29/24	942.74
BEST BUY BUSINESS	LUNCH AT THE LIBRARY GRANT- VIDEO GAMES	371065	8/29/24	587.12

WARRANT REGISTER # 9
8/29/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BEST BUY BUSINESS	COMPUTER EQUIPMENT- LIBRARY	371065	8/29/24	721.99
CASTANEDA, JUANITA	RFW EMP REIMB JUANITA NRPA CONF/CSD PRC#T32	371068	8/29/24	695.00
DSS OHIO LLC	MONSTER MOVER HAND TRUCK FOR CSD EVENTS/CS	371077	8/29/24	1,389.76
HOME DEPOT CREDIT SE	FOLDING TABLES FOR CASA YOUTH PROGRAMMING/	371081	8/29/24	483.71
PEIRCE, DENISSE	RFW-CONT.INST.MONTHLY PAYMENT YOGA CLASSES	371090	8/29/24	392.00
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371094	8/29/24	303.48
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371094	8/29/24	153.43
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	371094	8/29/24	153.43
SDG&E	ELECTRIC BILL 8/16/2024	371098	8/29/24	3,555.18
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	371099	8/29/24	215.39
SMART & FINAL	MOP 45756 SR PRG SUPPLIES/CSD	371101	8/29/24	76.68
STAPLES BUSINESS ADV	PAPER, SHEET PROTECTORS	371102	8/29/24	587.16
STAPLES BUSINESS ADV	STAPLES- HAND SANITIZER	371102	8/29/24	325.34
STAPLES BUSINESS ADV	MOP 45704 EL TOYON SUPPLIES/CSD	371102	8/29/24	41.41
			Total for Department	**13,904.68**
Engineering / PW's				
ATLAS TECHNICAL CONS	CIP 19-35 PARADISE CREEK PROJ. AT KIMBALL WAY	371015	8/29/24	531.00
ATLAS TECHNICAL CONS	CIP 19-35 PARADISE CREEK PROJ. AT KIMBALL WAY	371015	8/29/24	316.00
ATLAS TECHNICAL CONS	CIP 19-35 PARADISE CREEK PROJ. AT KIMBALL WAY	371015	8/29/24	1,093.50
AVILA, MACARIO	2024 MEMBERSHIP & SEMINAR PRC#14091, T3295	371016	8/29/24	175.00
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371018	8/29/24	461.24
COSCO FIRE PROTECTIO	FIRE EXTINGUISHER AT LAS PALMAS FY24-PW/FAC	371021	8/29/24	160.00
COSCO FIRE PROTECTIO	FIRE EXTINGUISHER AT KIMBALL REC FY24-PW/FAC	371021	8/29/24	160.00
COSCO FIRE PROTECTIO	SPRINKLERS AT NC LIBRARY FY24-PW/FAC	371021	8/29/24	250.00
COSCO FIRE PROTECTIO	EXTINGUISHER AT ARTS BUILDING FY24-PW/FAC	371021	8/29/24	365.00
COSCO FIRE PROTECTIO	SPRINKLKERS AT PD FY24-PW/FAC	371021	8/29/24	489.00
D-MAX ENGINEERING IN	FOR T&A 90638 – E. 31ST STREET APARTMENTS	371023	8/29/24	478.27
D-MAX ENGINEERING IN	FOR T&A 90638 – E. 31ST STREET APARTMENTS	371023	8/29/24	94.97
FERMOILE, MIKE	T&A 90667 REFUND- 2207 CLEVELAND AVE.- BOND	371028	8/29/24	25,000.00
FERMOILE, MIKE	T&A 90695 REFUND- 2207 CLEVELAND AVE.	371028	8/29/24	2,309.22
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371029	8/29/24	51.86
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371029	8/29/24	180.95
HOME DEPOT CREDIT SE	MISC PARK MAINTENANCE SUPPLIES FY25-PW/PARK	371031	8/29/24	293.18
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	128.05
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	69.38
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	814.55
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	51.61
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	253.87
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	121.45
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	83.48
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	211.18
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	380.21
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	100.69
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	299.65
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	29.92
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	371031	8/29/24	289.70

WARRANT REGISTER # 9
8/29/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
INNOVATIVE CONSTRUCT	FOR T&A 90414 – RAINTREE CRT.	371032	8/29/24	1,413.00
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	371033	8/29/24	27.64
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	371033	8/29/24	321.63
NV5 INC	FOR T&A 90697- 1830 SWEETWATER RD.	371036	8/29/24	4,058.20
NV5 INC	FOR T&A 90696- 21 W 7TH ST.	371036	8/29/24	1,364.75
NV5 INC	FOR T&A 90673- 1200 HIGHLAND AVE.	371036	8/29/24	185.40
NV5 INC	FOR T&A 90645- GRADING - 1300 WILSON AVE.	371036	8/29/24	278.10
NV5 INC	NC ON CALL GENERAL SRVCS	371036	8/29/24	927.00
NV5 INC	NC PLAN CHECK SERVICES FOR UTILITY- AT&T	371036	8/29/24	3,020.20
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371037	8/29/24	72.78
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371038	8/29/24	61.80
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	371039	8/29/24	404.65
PROJECT PROFESSIONAL	PROFESSIONAL SERVICES FOR VARIOUS CIP PROJ.	371041	8/29/24	10,512.50
PROJECT PROFESSIONAL	CIP 23-10 MLK COMM. CENTER OFFICE UPGRADE	371041	8/29/24	1,126.75
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371042	8/29/24	107.16
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371042	8/29/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371042	8/29/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371042	8/29/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371042	8/29/24	14.42
RED WING BUSINESS	SAFETY BOOTS FOR RICHARD FLORES FY25-PW/STS	371043	8/29/24	200.00
RED WING BUSINESS	SAFETY BOOTS FOR ERNESTO LORONA FY25-PW/ST	371043	8/29/24	184.86
RED WING BUSINESS	SAFETY BOOTS FOR KEVIN ESTUDILLO FY25-PW/STS	371043	8/29/24	184.86
RED WING BUSINESS	SAFETY BOOTS FOR DAVID GALLEGOS FY25-PW/WW	371043	8/29/24	181.05
RED WING BUSINESS	SAFETY BOOTS FOR ROGELIO SALES FY25-PW/WW	371043	8/29/24	200.00
RED WING BUSINESS	SAFETY BOOTS FOR OSCAR BECERRIL FY25-PW/WW	371043	8/29/24	181.05
RED WING BUSINESS	SAFETY BOOTS FOR FIATOA FY25-PW/WW	371043	8/29/24	200.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES AUG FY25-PW/FA	371046	8/29/24	327.54
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES AUG FY25-PW/FA	371046	8/29/24	4,273.43
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371046	8/29/24	10,480.64
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371046	8/29/24	649.08
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371046	8/29/24	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS AUG FY25-PW/STS	371046	8/29/24	44.03
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS MAR FY25-PW/STS	371046	8/29/24	92.28
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS FY25-PW/STS	371046	8/29/24	43.77
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES JUL FY25-PW/FA	371047	8/29/24	5,913.01
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES AUG FY25-PW/FA	371047	8/29/24	97,847.73
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371048	8/29/24	51.32
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371049	8/29/24	404.82
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371050	8/29/24	154.83
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371053	8/29/24	131.05
THE SAN DIEGO UNION	ADVERTISING; NOTICE INVITING BIDS- CIP 22-26	371055	8/29/24	2,169.61
THE SAN DIEGO UNION	ADVERTISING NOTICE INVITING BIDS- VARIOUS CIP'S	371055	8/29/24	3,322.26
VALLEY INDUSTRIAL SP	BUILDING SUPPLIES FY25-PW/FAC	371056	8/29/24	532.83
VALLEY INDUSTRIAL SP	BUILDING SUPPLIES FY25-PW/FAC	371056	8/29/24	532.83
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371059	8/29/24	386.19
COSCO FIRE PROTECTIO	CITY HALL SPRINKLERS FY24-PW/FAC	371073	8/29/24	1,695.00
COSCO FIRE PROTECTIO	SPRINKLERS FOR CAMACHO CENTER FY24-PW/FAC	371073	8/29/24	160.00
FLORES, RICHARD M	RIGHT BOOT 3/4 LIFT FY24-PW/STS	371079	8/29/24	85.00

WARRANT REGISTER # 9
8/29/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	371080	8/29/24	129.15
NV5 INC	ON CALL GENERAL SERVICES	371088	8/29/24	370.80
NV5 INC	STAFF AUGMENTATION & COUNTER SRVCS	371088	8/29/24	103.00
NV5 INC	NC PLAN CHECK SERVICES FOR UTILITY- SDG&E	371088	8/29/24	3,347.43
NV5 INC	STAFF AUGMENTATION AND COUNTER SRVCS	371088	8/29/24	360.50
NV5 INC	NC PLAN CHECK SERVICES FOR UTILITY- CROWN CA	371088	8/29/24	2,755.97
NV5 INC	NC PLAN CHECK SERVICES FOR SWEETWATER PIPE	371088	8/29/24	354.57
NV5 INC	NC PLAN CHECK SERVICES FOR UTILITY- COX	371088	8/29/24	297.40
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	371089	8/29/24	36.65
PROJECT PROFESSIONAL	CIP 20-05 PD PISTOL RNG SAFETY ENHANCEMENTS	371093	8/29/24	5,613.00
PROJECT PROFESSIONAL	CIP 23-14 CASA DE SALUD ROOF REPLACEMENT	371093	8/29/24	1,725.00
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADES	371093	8/29/24	2,311.00
PROJECT PROFESSIONAL	NTP- STORM- LAS PALMAS GOLF COURSE STORM DR	371093	8/29/24	449.50
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371102	8/29/24	197.47
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371102	8/29/24	7.67
VORTEX INDUSTRIES IN	CITY-WIDE DOORS, GATES, FY24-PW/FAC	371106	8/29/24	6,798.00
VORTEX INDUSTRIES IN	CITY-WIDE DOORS, GATES, FY24-PW/FAC	371106	8/29/24	4,194.60
WEST COAST ARBORISTS	CITY WIDE TREE TRIMMING FY25-PW/PARKS	371107	8/29/24	77,115.00
			Total for Department	**296,064.78**
Finance				
C A P F	SEPTEMBER 2024 - FIRE LTD FY2024-2025	371017	8/29/24	1,298.00
CALIFORNIA LAW ENFOR	SEPTEMBER 2024 - PD LTD FY 2024-2025	371019	8/29/24	2,656.00
DELTA DENTAL INSURAN	SEPTEMBER 2024 - GRP #05-7029600002 COBRA DENT	371024	8/29/24	51.00
DELTA DENTAL INSURAN	SEPTEMBER 2024 GRP #05-7029600000 PMI DENTAL IN	371025	8/29/24	1,786.08
DELTA DENTAL OF CALI	SEPTEMBER 2024 - GRP #05-0908601002 COBRA PREM	371026	8/29/24	90.44
DELTA DENTAL OF CALI	SEPT 2024 GRP #05-0908600000 DENTAL INS PREMIEF	371027	8/29/24	16,134.46
RELIANCE STANDARD	SEPT 2024 -GRP VAI826233, VC1801146 & VG180848	371044	8/29/24	1,686.27
THE LINCOLN NATIONAL	SEPT 2024 - GRP #415491 LIFE & AD&D, STD, LTD INS	371054	8/29/24	7,712.52
THE LINCOLN NATIONAL	SEPT 2024 - GRP #415491 LIFE & AD&D, STD, LTD INS	371054	8/29/24	2,425.30
THE LINCOLN NATIONAL	SEPT 2024 - GRP #415491 LIFE & AD&D, STD, LTD INS	371054	8/29/24	-63.96
CALIFORNIA SOCIETY	SD COUNTY CHAPTER MEETING 08/15/24	371066	8/29/24	45.00
DAVID TAUSSIG AND AS	DIF STUDY	371075	8/29/24	4,401.60
LIEBERT CASSIDY WHI	FRAUD CHECK CREDIT ADJ – INVOICE 205200 PAYME	371084	8/29/24	1,840.00
SASI	MONTHLY TRUST ACCOUNTING 8/01/24-8/31/24	371097	8/29/24	785.50
THE SIMPLE WEB SOLUT	RSWA WEB HOSTING AND DOMAIN FY 24/25	371103	8/29/24	1,709.98
			Total for Department	**42,558.19**
Fire				
HAMLYN WILLIAMS INC	TEMP EMPLYMT, NARDZYEZDA ACOSTA WE 11-AUG-	371030	8/29/24	200.00
HAMLYN WILLIAMS INC	TEMP EMPLYM SVCS,NARDYEZDA ACOSTA,W/E 23-JU	371030	8/29/24	800.00
HAMLYN WILLIAMS INC	NARDYEZDA ACOSTA-W/E 7 JULY 2024 (37240)	371030	8/29/24	880.00
HAMLYN WILLIAMS INC	TEMP EMPLYMT, NARDYEZDA ACOSTA-W/E 04-AUG-2	371030	8/29/24	1,440.00
PRO BUILD COMPANY	MOP # 45707, VELCRO TAPE 3/4X5' WHITE	371040	8/29/24	16.35
ACE UNIFORMS & ACCES	SERGIO MORA BLACK PANT AND TRUCKER CAP	371061	8/29/24	587.00
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	371078	8/29/24	1,080.90

WARRANT REGISTER # 9
8/29/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MONTANO, HECTOR	PYMT FOR DELIVERY OF SPANISH CERT CLASSES JU	371085	8/29/24	1,500.00
PRO BUILD COMPANY	MOP #45707, DEWALT 4-1/2" FLAP DISC 120 GRIT	371092	8/29/24	186.34
STAPLES BUSINESS ADV	MOP 45704, SPLS 8.5X11 30 REC COPY CS	371102	8/29/24	111.88
VIORA, BRIAN	RE-IMBRSMNT,TRVL MI EXPNS-AMBULANCE BUS, PR(	371105	8/29/24	168.84
WILLIAMS, GEORGE M	REIMBRSMT, RENEWL PARAMEDIC LICENSE 2024	371108	8/29/24	250.00
			Total for Department	**7,221.31**
Housing / Sec 8				
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA WK ENDING 05/12/2024	371030	8/29/24	1,472.75
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E 8/4/24 FOR SECC 8	371030	8/29/24	798.51
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA, W/E 07/21/24 FOR SEC	371030	8/29/24	1,572.94
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA W-E 28-JUL-24 FOR SE(	371030	8/29/24	1,569.50
HAMLYN WILLIAMS INC	TEAM-STAFF AYMEE ACOSTA, W-E 08/11/24 FOR SEC	371030	8/29/24	1,419.43
CHRISTENSEN & SPATH	CDC-HA AGREEMENT WITH CHRISTENSEN & SPATH	371069	8/29/24	825.00
SHRED-IT	FINAL FEE FOR SERVICE 08-2024 FOR SECC 8 DEPT	371100	8/29/24	139.37
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING	371102	8/29/24	67.35
STAPLES BUSINESS ADV	INK SUPPLIES/ HOUSING	371102	8/29/24	323.73
			Total for Department	**8,188.58**
Human Resources				
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	371071	8/29/24	860.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	371071	8/29/24	218.00
DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS-JULY	371076	8/29/24	128.00
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCE	371102	8/29/24	40.03
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCE	371102	8/29/24	131.85
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / HUMAN RESOURCE	371102	8/29/24	97.01
			Total for Department	**1,474.89**
MIS				
AT&T	SBC/AT&T DATA/PHONES FY25	371013	8/29/24	107.22
AT&T	SBC/AT&T DATA/PHONES FY25	371014	8/29/24	61.81
AT&T	SBC/AT&T DATA/PHONES FY25	371014	8/29/24	2,432.23
AT&T	SBC/AT&T DATA/PHONES FY25	371014	8/29/24	16,911.36
AT&T	SBC/AT&T DATA/PHONES FY25	371014	8/29/24	195.97
AT&T	SBC/AT&T DATA/PHONES FY25	371014	8/29/24	1,916.39
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371022	8/29/24	2,060.43
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	371022	8/29/24	88.26
SPOK INC	SPOK PAGING FY25	371052	8/29/24	738.58
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY25	371057	8/29/24	74.08
STAPLES BUSINESS ADV	HP PRINTER CARTRIDGES	371102	8/29/24	231.49
STAPLES BUSINESS ADV	ERGO ROLLER MOUSE	371102	8/29/24	406.13
STAPLES BUSINESS ADV	STAPLES OFFICE SUPPLIES FY 24 MOP	371102	8/29/24	54.10
			Total for Department	**25,278.05**

WARRANT REGISTER # 9
8/29/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
NSD				
SAFE LIFE DEFENSE LL	SAFTEY VEST TO MEET SB 296 SAFETY MANDATE	371045	8/29/24	6,289.45
			Total for Department	**6,289.45**
Police				
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	371012	8/29/24	86.18
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	371012	8/29/24	133.59
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	371012	8/29/24	-58.87
CAMACHO, JOSEPH B	REIMBURSEMENT / PEER SUPPORT	371020	8/29/24	91.96
MOBILE WIRELESS LLC	FULL ACCESS TO THJE NETMOTION PLATFORM / PD	371035	8/29/24	10,500.00
SPECIAL SERVICES GRO	RENEWAL OF ANNUAL COVERT TRACK SERVICE / PD	371051	8/29/24	616.44
SPECIAL SERVICES GRO	RENEWAL OF ANNUAL COVERT TRACK SERVICE / PD	371051	8/29/24	1,773.70
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371053	8/29/24	45.54
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371053	8/29/24	276.02
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371053	8/29/24	232.87
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371053	8/29/24	456.84
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	371053	8/29/24	221.71
CAMACHO, JOSEPH B	REIMBURSEMENT / PEER SUPPORT	371067	8/29/24	47.99
INTERNATIONAL BUSINE	TRAINING DATABASE	371082	8/29/24	9,500.00
MOTOPORT	CUST MOTOPORT AIR MESH JACKET / PD	371086	8/29/24	4,182.53
MOTOROLA SOLUTIONS I	PORTABLE RADIOS / PD	371087	8/29/24	18,090.00
MOTOROLA SOLUTIONS I	PORTABLE RADIOS / PD	371087	8/29/24	2,454.92
POLICE AND TACTICAL	TASERS / PD	371091	8/29/24	26,806.88
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS / PD	371095	8/29/24	2,700.00
RAY ALLEN MANUFACTUR	CANINE SUPPLIES	371096	8/29/24	1,375.98
WORTHINGTON DIRECT H	CONFERENCE TABLE/SEATING AREA	371109	8/29/24	7,505.76
			Total for Department	**87,040.04**
Risk				
INTERNATIONAL TACTIC	LIABILITY CLAIM COST-UMANA	371083	8/29/24	9,800.00
			Total for Department	**9,800.00**
			A/P Total	**657,238.11**
WIRED PAYMENTS				
Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 08/06/2024-08/19/2024	242410155	8/29/24	345,701.15
	GRAND TOTAL			**1,002,939.26**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Warrant Register #10 for the period of 8/30/24 through 9/05/24 in the amount of $4,637,113.79

RECOMMENDATION:
Ratify Warrants Totaling $4,637,113.79

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 8/30/24 – 9/05/24. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Kaiser Foundation	371220	$200,018.81	October 2024 – Group #104220
Union Tower One LP	172	$981,282.55	Union Tower Construction Draw Request

FINANCIAL STATEMENT:
Warrant total $4,637,113.79

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY25 Warrant Register No. 10

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Mayor and Council				
			Total for Department	**0.00**
Building/Planning				
ACE UNIFORMS & ACCES	BUILDING POLOS FOR J.SOLIS	371194	9/5/24	148.70
			Total for Department	**148.70**
CAO				
FOZI DWORK & MODAFFE	LEGAL SERVICES /CAO	371212	9/5/24	13,738.35
			Total for Department	**13,738.35**
City Clerk				
			Total for Department	**0.00**
CMO				
NATIONAL CITY TROPHY	BRIAN HADLEY NAMEBADGE	371223	9/5/24	13.97
			Total for Department	**13.97**
Community Services/Nutrition/Library				
NATIONAL RECREATION	RFW NRPA MEMBERSHIP RENEWAL PRC#14097/CSD	371224	9/5/24	700.00
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371245	9/5/24	43.99
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	371245	9/5/24	5,698.54
			Total for Department	**6,442.53**
Engineering / PW's				
A & A AUTO GLASS INC	WINDSHIELD PD K9 VEH #280 FY25-PW/EQM	371193	9/5/24	490.63
ACME SAFETY & SUPPLY	SAFETY VESTS FOR STREETS FY25-PW/STS	371195	9/5/24	275.84
ACME SAFETY & SUPPLY	ROAD CLOSURE SIGNAGE FY25-PW/STS	371195	9/5/24	5,448.81
ANSER ADVISORY MANAG	CIP 22-47 WASTEWATER RATE ANALYSIS	371197	9/5/24	4,900.00
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS FY25-PW/FAC	371198	9/5/24	300.00
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS FY25-PW/FAC	371198	9/5/24	300.00
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS FY25-PW/FAC	371198	9/5/24	1,600.00
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS FY25-PW/FAC	371198	9/5/24	1,150.00
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS FY25-PW/FAC	371198	9/5/24	600.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR VICTOR ACOSTA FY25	371199	9/5/24	200.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR JOSE CASILLAS FY25-I	371199	9/5/24	165.60
BOOT WORLD	MOP 64096 WORK BOOTS FOR OLEGARIO GARCIA FY	371199	9/5/24	195.73
BOOT WORLD	MOP 64096 WORK BOOTS FOR DUSTIN ELLIS FY25-PV	371199	9/5/24	166.37
BOOT WORLD	MOP 64096 WORK BOOTS FOR SABINO FLORES FY25	371199	9/5/24	195.73

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BOOT WORLD	MOP 64096 WORK BOOTS FOR MICHAEL JUDGE FY25	371199	9/5/24	185.94
BOOT WORLD	MOP 64096 WORK BOOTS FOR FRANCISCO ORNELAS	371199	9/5/24	200.00
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	371200	9/5/24	207.75
CHEN RYAN ASSOCIATES	CIP 23-13 24TH ST TRANSIT CENTER	371203	9/5/24	21,355.00
CHEN RYAN ASSOCIATES	NCP SWEETWATER RD.	371203	9/5/24	6,106.25
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	1,057.36
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	33.43
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	1,857.04
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	1,154.82
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	582.88
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	352.26
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	48.19
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	134.90
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	33.43
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	48.19
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	789.88
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	373.70
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	65.06
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	48.19
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	750.15
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	371206	9/5/24	33.43
FERGUSON ENTERPRISES	MOP 45723 BUILDING SUPPLIES FY25-PW/FAC	371210	9/5/24	348.38
FLEET SERVICES INC	BRAKES PARTS FOR STR SWEEPER FY25-PW/EQM	371211	9/5/24	668.91
GEOSYNTEC CONSULTANT	CIP 21-16 NCFD COMPLIANCE WORK	371213	9/5/24	2,432.05
GEOSYNTEC CONSULTANT	CIP 24-99 CHANNEL VEGETATION REMOVAL	371213	9/5/24	24,129.09
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/STS	371214	9/5/24	93.92
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/STS	371214	9/5/24	37.96
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/STS	371214	9/5/24	50.60
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/STS	371214	9/5/24	98.42
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371214	9/5/24	497.66
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371214	9/5/24	363.15
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	371214	9/5/24	304.37
HAAKER EQUIPMENT COM	NITROGEN CANISTERS FY25-PW/WW	371215	9/5/24	121.80
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371216	9/5/24	1,098.67
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371216	9/5/24	833.86
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY24-PW/FAC	371216	9/5/24	1,481.17
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	371216	9/5/24	465.48
HOME DEPOT CREDIT SE	MISC STREET SUPPLIES FOR FY25-PW/STS	371218	9/5/24	57.99
HOME DEPOT CREDIT SE	MISC PARK MAINTENANCE SUPPLIES FOR FY25-PW/F	371218	9/5/24	88.58
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	371218	9/5/24	326.75
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	135.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	708.27
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	390.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	330.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	250.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	1,370.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	371219	9/5/24	210.00

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MJC CONSTRUCTION	NC SIGN REMOVAL AND FOUNDATION DEMOLITION	371221	9/5/24	10,220.00
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET FY25-PW/EQM	371222	9/5/24	951.98
NERI LANDSCAPE ARCHI	CIP 22-26 EL TOYON PARK PROP.	371225	9/5/24	3,000.00
NV5 INC	NC PLAN CHECK MEETINGS AND COORDINATION	371226	9/5/24	226.60
NV5 INC	PLAN CHECK SERVICES FOR SDGE UTILITY PERMITS	371226	9/5/24	4,157.76
NV5 INC	PLAN CHECK SERVICES FOR SWEETWATER PIPELINI	371226	9/5/24	204.71
NV5 INC	PLAN CHECK SERVICES FOR AT&T PERMITS	371226	9/5/24	1,979.61
NV5 INC	ON-CALL PROJ SUPPORT SRVCS N AVE & E 24TH ST.	371226	9/5/24	224.02
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371227	9/5/24	45.20
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371227	9/5/24	36.17
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371227	9/5/24	88.47
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	371228	9/5/24	36.17
PRECISION TEMPERATUR	REFRIGERATION SERVICES / PD-PW'S	371229	9/5/24	375.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371230	9/5/24	115.66
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	371230	9/5/24	107.16
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICE FY25-PW/WW	371230	9/5/24	65.08
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	371230	9/5/24	542.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371230	9/5/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	371230	9/5/24	59.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371230	9/5/24	14.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	371230	9/5/24	45.11
RED WING BUSINESS	SAFETY BOOTS FOR ESTEBAN ROJAS FY25-PW/STS	371232	9/5/24	200.00
S D COUNTY VECTOR CN	MOSQUITO & VECTOR DISEASE CONTROL ASSESSMI	371233	9/5/24	929.20
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY25-PW/EQM	371234	9/5/24	378.88
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY25-PW/EQM	371234	9/5/24	71.29
SAN DIEGO HYDRAULICS	MOP 85005 CREDIT FY25-PW/EQM	371234	9/5/24	-92.71
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	3,254.91
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	3,168.24
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	2,078.49
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	2,196.81
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	370.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	505.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	12,064.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	371235	9/5/24	2,900.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	371237	9/5/24	318.64
SITEONE LANDSCAPE SU	LANDSCAPE SUPPLIES FY25-PW/PARKS	371238	9/5/24	554.37
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371238	9/5/24	417.15
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371238	9/5/24	357.52
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371238	9/5/24	76.34
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371238	9/5/24	29.67
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	371238	9/5/24	196.19
SNAP-ON INDUSTRIAL	VEHICLE SCANNER FY25-PW/EQM	371239	9/5/24	6,865.40
SNAP-ON INDUSTRIAL	AC MACHINE FY25-PW/EQM	371239	9/5/24	12,346.57
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	29.97
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	108.16
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371240	9/5/24	141.09
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	119.84
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371240	9/5/24	60.77

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	100.80
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	25.12
SO CAL TRUCK STOP	MOP 45758 DIESEL AND PROPANE FY25-PW/EQM	371240	9/5/24	170.87
SO CAL TRUCK STOP	MOP 45758 PROPANE FY25-PW/EQM	371240	9/5/24	142.67
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	124.76
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	124.76
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	371240	9/5/24	51.08
SONSRAY MACHINERY LL	FLASHER/RELAY FOR STR BACKHOE FY25-PW/EQM	371241	9/5/24	159.44
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371242	9/5/24	4,206.83
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371242	9/5/24	6,898.48
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371242	9/5/24	5,587.83
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	371242	9/5/24	5,400.00
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371243	9/5/24	141.23
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	371243	9/5/24	32.78
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	540.97
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	901.42
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	621.85
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS FOR JUN-AUG FY25-PW	371244	9/5/24	27.70
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES FEB-APR FY25-PW/	371244	9/5/24	39.19
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	2,931.31
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	9,367.42
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	4,346.71
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW/	371244	9/5/24	3,187.43
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	5,492.51
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	403.15
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	9,184.85
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	734.07
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	71.11
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	153.77
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES JUN-AUG FY25-PW	371244	9/5/24	39.19
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES FEB-APR FY25-PW/	371244	9/5/24	133.55
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	53.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	72.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	114.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	132.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	46.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	79.00

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	318.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	371246	9/5/24	46.00
VALLEY INDUSTRIAL SP	MOP 46453 BUILDING SUPPLIES FY25-PWFAC	371248	9/5/24	415.86
VELOCITY TRUCK CENTE	ENGINE AND TRANSMISSION PARTS FOR FY25-PW/E(	371249	9/5/24	82.64
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	371251	9/5/24	4,734.86
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371252	9/5/24	422.19
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	371252	9/5/24	224.70
WETMORES	DEF FOR DIESEL VEHICLES FY25-PW/EQM	371252	9/5/24	1,143.18
WETMORES	DRIVELINE FOR STREET SWEEPER #049-PW/EQM	371252	9/5/24	561.74
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/PARKS	371253	9/5/24	132.98
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIE FY25-PW/FAC	371253	9/5/24	81.56
			Total for Department	**231,381.80**
Finance				
BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371110	9/5/24	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371111	9/5/24	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371112	9/5/24	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371113	9/5/24	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371114	9/5/24	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371115	9/5/24	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371116	9/5/24	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371117	9/5/24	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371118	9/5/24	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371119	9/5/24	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371120	9/5/24	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371121	9/5/24	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371122	9/5/24	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371123	9/5/24	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371124	9/5/24	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371125	9/5/24	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371126	9/5/24	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371127	9/5/24	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371128	9/5/24	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371129	9/5/24	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371130	9/5/24	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371131	9/5/24	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371132	9/5/24	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371133	9/5/24	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371134	9/5/24	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371135	9/5/24	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371136	9/5/24	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371137	9/5/24	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371138	9/5/24	700.00
GIBBS JR, ROBERT	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371139	9/5/24	120.00

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371140	9/5/24	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371141	9/5/24	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371142	9/5/24	660.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371143	9/5/24	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371144	9/5/24	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371145	9/5/24	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371146	9/5/24	200.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371147	9/5/24	780.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371148	9/5/24	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371149	9/5/24	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371150	9/5/24	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371151	9/5/24	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371152	9/5/24	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371153	9/5/24	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371154	9/5/24	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371155	9/5/24	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371156	9/5/24	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371157	9/5/24	280.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371158	9/5/24	290.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371159	9/5/24	460.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371160	9/5/24	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371161	9/5/24	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371162	9/5/24	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371163	9/5/24	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371164	9/5/24	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371165	9/5/24	340.00
PE, RAY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371166	9/5/24	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371167	9/5/24	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371168	9/5/24	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371169	9/5/24	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371170	9/5/24	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371171	9/5/24	240.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371172	9/5/24	135.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371173	9/5/24	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371174	9/5/24	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371175	9/5/24	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371176	9/5/24	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371177	9/5/24	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371178	9/5/24	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371179	9/5/24	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371180	9/5/24	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371181	9/5/24	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371182	9/5/24	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371183	9/5/24	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371184	9/5/24	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371185	9/5/24	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371186	9/5/24	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371187	9/5/24	600.00

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371188	9/5/24	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371189	9/5/24	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371190	9/5/24	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371191	9/5/24	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - SEPTEMBER 2024	371192	9/5/24	560.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 7/1/24-7/3	371204	9/5/24	10.72
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 7/1/24-7/3	371204	9/5/24	46.93
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 7/1/24-7/3	371204	9/5/24	39.50
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR PERIOD 7/1/24-7/3	371204	9/5/24	25.00
FEDEX	ACFR TABS AND BOOK COVER FY END 6/30/23	371209	9/5/24	212.05
HDL COREN & CONE	2023-24 ACFR STATISTICAL PACKAGE	371217	9/5/24	695.00
KAISER FOUNDATION HE	OCTOBER 2024 - GROUP #104220 KAISER INS ACTIVE	371220	9/5/24	34,403.02
KAISER FOUNDATION HE	OCTOBER 2024 - GROUP #104220 KAISER INS ACTIVE	371220	9/5/24	200,018.81
VISION SERVICE PLAN	SEPTEMBER 2024 - VISION SERVICE PLAN (CA)	371250	9/5/24	1,640.15
			Total for Department	**270,821.18**
Fire				
AMAZON	VIVITAR SLIDE PROJECTOR	371196	9/5/24	220.65
			Total for Department	**220.65**
Housing / Sec 8				
CARPENTER REAL ESTAT	APPRAISAL FOR 1845 E AVE.	371201	9/5/24	2,950.00
			Total for Department	**2,950.00**
Human Resources				
			Total for Department	**0.00**
MIS				
CDWG	INGENICO DESK/ 3500 CREDIT CARD READER	371202	9/5/24	890.34
CORELOGIC SOLUTIONS	REALQUEST PROPERTY PORTAL FY25	371205	9/5/24	5,728.92
			Total for Department	**6,619.26**
NSD				
DATA TICKET INC	PARKING CITATION PROCESSING SERVICES,	371207	9/5/24	2,065.00
DATA TICKET INC	ELECTRONIC PERMIT CITATION SYSTEM&PARKING S	371208	9/5/24	2,269.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	371230	9/5/24	52.91
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	371247	9/5/24	381.28
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	371247	9/5/24	239.25
			Total for Department	**5,007.44**
Police				

WARRANT REGISTER # 10
9/5/2024

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PVP COMMUNICATIONS	MOTOR HELMETS / PD	371231	9/5/24	4,106.40
PVP COMMUNICATIONS	MOTOR HELMETS / PD	371231	9/5/24	5,733.30
SAN DIEGO POLICE EQU	223 AMMO / PD	371236	9/5/24	2,894.99
SAN DIEGO POLICE EQU	12GA AMMO / PD	371236	9/5/24	700.29
SAN DIEGO POLICE EQU	BALLISTIC VESTS / PD	371236	9/5/24	884.34
SAN DIEGO POLICE EQU	BALLISTIC VESTS / PD	371236	9/5/24	1,356.31
SAN DIEGO POLICE EQU	BALLISTIC VESTS / PD	371236	9/5/24	4,142.29
			Total for Department	**19,817.92**

Risk

		Total for Department	**0.00**
		A/P Total	**557,161.80**

PAYROLL

Pay period	Start Date	End Date	Check Date	
18	8/6/2024	8/19/2024	8/28/2024	**1,575,481.51**

WIRED PAYMENTS

Engineering / PW's

ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET AUG FY25-PW/EQM	242480085	9/4/24	43,995.46

Housing / Sec 8

UNION TOWER ONE LP	UNION TOWER CONSTRUCTION DRAW REQUEST #2	172	9/5/24	981,282.55

SECTION 8 HAPS	Start Date	End Date	
	9/3/2024	9/3/2024	**1,479,192.47**

GRAND TOTAL **4,637,113.79**

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, October 15, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Amendment of Chapter 18.29 of the National City Municipal Code to Add Regulations for the Mixed-Use Overlay Zone.

RECOMMENDATION:
Introduce the Ordinance

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On August 21, 2023, the Planning Commission Recommended that the City Council Adopt the Ordinance Amending Title 18 of the Municipal Code.

EXPLANATION:
The Focused General Plan Update adopted in June of this year included a new zoning overlay district (Mixed-Use Overlay), which applies to the area around East 17th Street and on Roosevelt Avenue west of the Mile of Cars District (see attached Exhibit A). As part of the adoption of amendments to Title 18 of the Municipal Code, a new chapter was created, reviewed, and vetted by staff that included the regulations for the Mixed-Use Overlay. However, it was not included in the final agenda packet that went to the City Council this year due to a clerical error. The City Council initiated this follow-up Code amendment so that the new chapter can be added to the Zoning Code as originally intended. The initiation occurred on September 17, 2024. The draft language is attached as Exhibit B.

FINANCIAL STATEMENT:
Not applicable

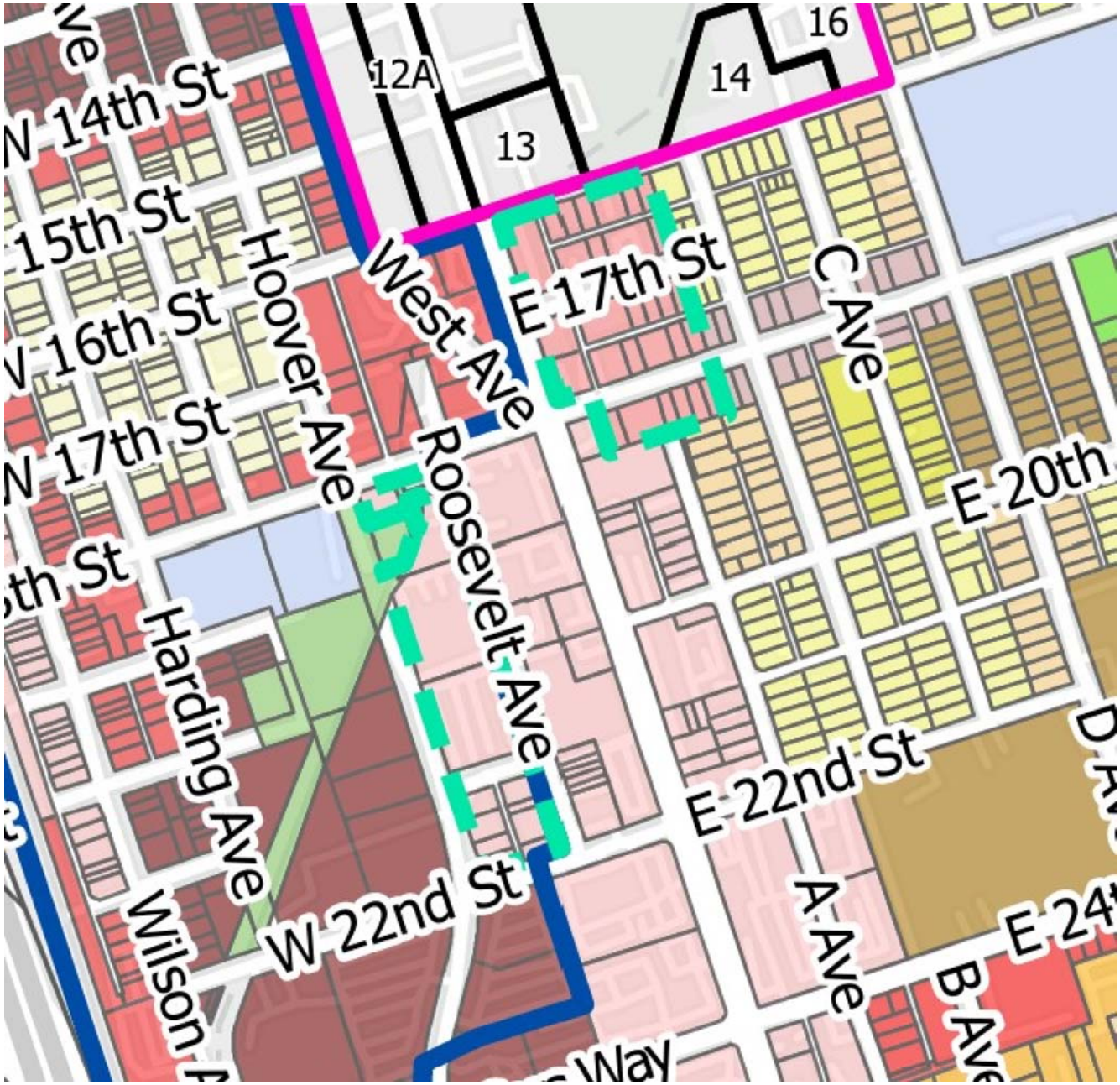
RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
A Final Supplemental Program Environmental Impact Report and Mitigation Monitoring and Reporting Program for the City of National City Focused General Plan Update was approved at the March 19, 2024 Council meeting.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
First Reading

EXHIBITS:
Exhibit A – Mixed-Use Overlay Area
Exhibit B – Proposed NCMC Chapter 18.29.080
Exhibit C – Ordinance


16
12A
14
13
N 14th St
15th St
W 16th St
N 17th St
th St
Hoover Ave
West Ave
E 17th St
C Ave
E 20th
Roosevelt Ave
Harding Ave
Wilson
W 22nd St
E 22nd St
A Ave
B Ave
E 24
Way

18.29.080 Mixed-use overlay zone (MU).

A. Purpose. The purpose of the MU overlay zone is to facilitate progress towards an integrated land use pattern where housing is well-supported by services and amenities and create a better transition over time to surrounding residential neighborhoods. This overlay allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

B. Applicability. When any property bears on the zoning map of the city, in addition to its zone designation, the symbol MU, the provisions of this section shall apply.

C. Permitted Uses.

1. The uses permitted in the MU overlay zone are listed in Appendix A of the Westside Specific Plan.

D. Development Standards.

1. The development standards established in Section 18.23.030 for the MCR-1 zone shall apply to the MU overlay zone.

DRAFT

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AMENDING CHAPTER 18.29 OF THE NATIONAL CITY MUNICIPAL CODE TO ADD REGULATIONS FOR THE MIXED-USE OVERLAY ZONE.

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, staff is recommending that Chapter 18.29 be amended by adding Section 18.29.080 Mixed-Use Overlay Zone (MU) for consistency with the zoning map that was adopted as part of the General Plan Update that was adopted on May 7, 2024; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on October 15, 2024, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: The City Council of National City hereby amends Section 18.29 (Overlay Zones) by adding the following section:

Chapter 18.29.080 Mixed-use overlay zone (MU).

A. Purpose. The purpose of the MU overlay zone is to facilitate progress towards an integrated land use pattern where housing is well-supported by services and amenities and create a better transition over time to surrounding residential neighborhoods. This overlay allows a combination of uses, which may include residential, commercial, office, industrial, institutional, or recreational uses.

B. Applicability. When any property bears on the zoning map of the city, in addition to its zone designation, the symbol MU, the provisions of this section shall apply.

C. Permitted Uses.

    1. The uses permitted in the MU overlay zone are listed in Appendix A of the Westside Specific Plan.

D. Development Standards.

1. The development standards established in Section 18.23.030 for the MCR-1 zone shall apply to the MU overlay zone.

Section 2: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California

Section 3: The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCTED at the regular meeting of the City Council of the City of National City, held on this 15th day of October, 2024.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney